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Contents.

Cases Reported this Week.

Current Topics.

The New Oath.

GREAT UNCERTAINTY still prevails as to the proper manner in which witnesses should be sworn under the recent Oaths Act. We have already expressed our opinion that the words "So help me GOD" are not a part of the oath as required to be spoken by a witness, and the Lord Chief Justice, in charging the grand jury at Aylesbury recently, very emphatically stated the same view. All that the Act requires is that the witness shall repeat the words of the oath prescribed by law, namely, "the evidence I shall give to the court and jury shall be the truth, the whole truth, and nothing but the truth." These are the words of the oath which are customary, and in that sense are prescribed by law. And Lord ALVERSTONE does not consider that the words "So help me GOD" are to be considered as embodied in the oath because the House of Lords rejected words which would have expressly prohibited the phrase. On the other hand, the Home Office rely on this as a reason for including the words. But of course in a matter of this kind the Home Office speaks without authority, while the opinion of the Lord Chief Justice is authoritative, and no doubt will prevail. There remain the practical objections to the new form of oath, and chiefly the objection that the witness, instead of an officer of the court, has to repeat the words. Lord ALVERSTONE expresses his liking for this method. Probably his view in this respect is not widely shared. Mr. CAVE, K.C., the Recorder of Guildford, has suggested that it would be better for the witness to use simply the words, "I swear," in response to the officer's recitation of the oath, and it may be anticipated that, unless some drastic change is made as to the use of the oath, this is the form which Parliament will authorise. It is obvious that the legislative attempt of last session was made with very little consideration of practical results.

Ought the State to bear the Expense of ascertaining the Law?

WE ARE informed that at the annual meeting of the Association of Chambers of Commerce a demand was made by one of the Chambers that the Government should create a public

department whose duty it should be to carry commercial cases to the highest tribunal of the country whenever the point at issue was in the nature of a test of the existing law. It was urged that the result of some decisions was to leave the law in a vague and uncertain condition, and that the parties, where the amount in dispute was not large, would not think it worth while to incur the expense of an appeal to the House of Lords. The Chamber, therefore, proposed that in such cases the appeal should be prosecuted at the expense of the State. We cannot think there is much likelihood that this proposal will be accepted by the Legislature. It may be admitted that the expense of settling the law by the decision of Courts of Appeal is often a grievous burthen upon the suitors. We can remember a suggestion, made some years ago, that when a new trial is granted on the ground of misconduct by the presiding judge, the costs of the new trial should be borne by the State, inasmuch as it was the fault of their officer that the additional expense was incurred. Litigation might, however, be unduly increased by the proposed changes of the law, and it is doubtful whether some delay in the settling of important questions of law is an unmixed evil. These questions are in the interval discussed by text writers and the more learned members of the profession, and when in the fullness of time they are brought before the final Court of Appeal, the judgment which is given is founded upon an exhaustive argument.

Transfers of Shares to Escape Liability.

THE DECISION of NEVILLE, J., in *Re Discoverers' Finance Corporation, Ltd., Lindlar's Case* (1910, 1 Ch. 207), forms an interesting sequel to the decision in the same company's winding up in *Cooper's Case* (51 SOLICITOR'S JOURNAL, 825; 1908, 1 Ch. 141). A transfer of shares made for the purpose of avoiding liability is effectual provided it is *bonâ fide*, and to be *bonâ fide* it must be made out and out, and there must be no arrangement for the indemnifying of the transferee by the transferor. Provided these conditions are satisfied, the transferee may be a man of straw, and the consideration may be merely nominal. In *De Pass's Case* (4 De G. & J., 544), it was admitted that the transfer was to get rid of liability, but TURNER, L.J., held that the appellants were entitled to do this. "I cannot see what equity there could be on the part of the other shareholders to insist upon their retaining the shares." Perhaps, however, an equity could have been found without searching very far. The transferor, in evading his own liability, increases the risk of his co-adventurers in the business, or, if their uncalled capital will be called up in any event, he wilfully diminishes the fund available for creditors. However, these considerations have not prevailed with the court, and the transfer is effectual unless, as was said in *Costello's Case* (2 D. F. & J. 302), it is "a mere fiction, a mere device for the purpose of evading in an undue and improper manner the liability which the law perhaps afforded the means of removing or escaping from in a proper manner." The "perhaps" was unnecessary. In the present case a foreigner—a German labourer—was found who was ready to take over for a nominal consideration 2,000 £1 shares on which only 7s. 6d. had been paid. It was objected that the transferor, as an honourable man, must have intended to idemnify him, and that the transfer was therefore not *bonâ fide* in the sense above stated. The learned judge, without impugning the transferor's honour, declined to infer an indemnity, and to have done so would have knocked the bottom out of the doctrine of transfers to escape liability. Such a result would have done no harm, but it would have been contrary to the authorities. Hence the transfer was effectual for the intended purpose. In *Cooper's Case* (*supra*) the transfer was of 5,000 similar shares, but it was held that there was an understanding as to indemnity, and the transfer was not effectual.

Action of Libel in Respect of Notice informing Customers that Plaintiff is no longer in Service of Defendants.

IT WOULD really seem that it is difficult for a trader, or firm of traders, to inform their customers by circular that an agent or employee is no longer in their service, without running the risk of an action for libel. In a number of cases which appear in the law reports it has been held that if the words of such a circular would not naturally and necessarily suggest to the mind of any reader of average intelligence any imputation against the character or capacity of the person referred to in the circular, no action is maintainable, and where the words can bear but one meaning, and that is obviously not defamatory, no innuendo or other allegation on the pleadings can make the words defamatory, and the judge at the trial should enter judgment for the defendant and not permit the case to go to the jury. Having regard to these decisions, we were surprised to read an account in the newspapers of the case of *Burke* v. *Ellison*, tried before Lord ALVERSTONE, C.J., and a special jury. The plaintiff, a traveller for the defendants, who were in the woollen trade, was dismissed by them on the ground that he did not introduce a sufficient amount of business in proportion to his salary; his salary being paid in lieu of notice. The defendants, after his dismissal, sent round a notice to all their customers as follows:—"We regret to inform you that we have been obliged to make a change in our representative, and that we have no longer the services of Mr. — (the plaintiff). We have appointed Mr. — to take over the duties, and in a few weeks he hopes to have the pleasure of calling upon you." Evidence was given by a witness that he understood the notice to imply that the plaintiff had committed an offence, criminal or otherwise, but it is unnecessary to say that evidence of special damage will not support a cause of action where the words are not in themselves libellous. The case was one in which some of our judges, now no more, would, without hesitation, have nonsuited the plaintiff, but the Chief Justice took the cautious step of leaving the question of libel to the jury, who found for the defendants. The ingenuity of the draftsman might perhaps be exercised in preparing a form of circular which would remove the slightest pretext for an action of libel.

Agreement by Money-lender not to call at the Place of Business of the Borrower.

AN ACTION of much novelty was recently tried before the Assistant Judge of the Lord Mayor's Court. It was brought by a borrower against a money-lender for breach of contract to refrain from disclosing the transaction to the employer of the borrower. The plaintiff, a warehouseman, had been formerly in the employment of his father, a merchant in the city, at a weekly salary, with a bonus at the end of the year. Having borrowed money some years ago from the defendants, who were money-lenders, their collector called at the place of business of the plaintiff, and in consequence of this visit the plaintiff's father paid the amount of his son's debt. The plaintiff was at the same time informed that if he again borrowed money from the defendants he would be dismissed from his employment. Some time afterwards, being in want of money, he had an interview with the defendants, who agreed to advance him a further sum upon the terms that they would not call at the place where he was employed for the purpose of collecting the instalments due in respect of the loan, or do anything that would bring the transaction to the knowledge of the father of the plaintiff. The plaintiff paid some of the instalments with tolerable punctuality, but in July of last year, while he was on his way to the office of the defendants to pay an instalment, the collector of the defendants had an interview with the plaintiff's father, the result of which was that the plaintiff on his return was dismissed. He then brought his action against the defendants in respect of their breach of contract. The Assistant Judge told the jury that they had only to consider whether there was a "definite contract" between the plaintiff and the manager of the defendants' business that the money should be lent and borrowed upon the distinct understanding that the defendants would not call at the plaintiff's place of business, and whether there was a breach of this contract. The jury found for the plaintiff with substantial damages. We have little sympathy with the plaintiff, and are rather disposed to think that the agreement was opposed to public policy. We should not, however, be surprised if his success in this action should lead other borrowers to follow his example inasmuch as similar cases are not unlikely to recur.

The Use of the Word "Wife" in a Will.

IT WAS held in *Re Brown* (*Times*, January 31st) that a woman with whom a testator lived as his wife, and whom he openly acknowledged as such, was entitled to the benefit of dispositions in his will made in favour of "my wife," though they were not married. The testator was in this case a widower, so that apparently either the lady with whom he lived was entitled, or no one was. But in a recent volume of the Canadian reports a singular case is to be found, where the real wife and the sham wife contended that each was entitled, to the exclusion of the other, to be considered as the person designated in the testator's will as "my wife": *Marks* v. *Marks* (40 Can. S. C. R. 210.) The Court of five judges was divided, three holding that the wife *de facto* (the woman whom the testator was actually treating as his wife at the time of his death) was entitled to take under the will, and two dissenting and holding that the real legal wife was entitled. The position taken up by the Supreme Court of Canada may be summed up in these words, from the judgment of one of the majority:—"It is claimed that there cannot be anyone who can answer to that description, 'my wife,' except the one person who may in law be decided to be such. I do not think the law so binds us. Unless it does, I do not see why we should pervert the most obvious intention of this testator. I think we are bound to read his language in light of all the circumstances that surrounded and were known to him when he used it, and give effect to the intention it discloses when so read." The legal wife, who had been away from the testator for years, was therefore held not to be the person designated as "my wife" in his will. This seems to be in accordance with the English case law on the subject. For this the cases of *Pratt* v. *Mathew* (22 Beav. 328) and *Re Wagstaff* (1908, 1 Ch. 162) may be referred to; but in both these cases there had been a ceremony of marriage between the testator and the person designated in the will as his wife, which marriage was known to the testator to be invalid. *Re Wagstaff* was the case in which FARWELL, L.J., quaintly characterised the contention of the appellants as being that the testator had said, in the words of the psalmist, "This lady is to have this income until my abominable sin shall be found out."

"A Model Court."

THE MUNICIPAL Court of Chicago, at the beginning of the fourth year of its existence, is recommended by the American Bar Association as a model for the reconstruction of the judicial system of the States of the Union. It is organised on the plan of a business corporation, with a board of directors, executive officer, administrative staff, and superintendents, but exercises greater powers than courts having a more extensive jurisdiction. It consists of a Chief Justice and twenty-seven judges, all elected by popular vote, a chief clerk and chief bailiff, who are also elected, an auditor, an executive staff, more than one hundred deputy clerks, and more than one hundred deputy bailiffs. The members of the Chicago police force are also, under the law, *ex-officio* deputy bailiffs, subject to the orders of the court. The salary of the Chief Justice is £1,500 per annum, that of the associate justices £1,200, and that of the chief bailiff £1,000 per annum. The city is divided into two districts. In the first district all civil causes are tried in a twelve-storied building, in Michigan Avenue. In this building there are eighteen courts, in seven of which there are no jury trials, while in the eleven remaining all cases are tried by juries. Here, too, are the offices of the Chief Justice and his executive staff, and of the bailiffs and clerks. There are thirteen branch criminal courts. The Chief Justice has absolute power over the assignment of the judges to the different branches. He shifts them about in such manner as he thinks may facilitate the administration of justice. In each criminal branch the judge is usually able to dispose of the business arising there, and whenever this is not the case, the surplus cases are transferred to a judge who has less to do. In the civil branches, non-jury cases are distributed among the different judges by the clerk in accordance with the direction of the Chief Justice to send an equal number to each judge. Calendars of civil jury cases are made up in the office of the Chief Justice, and assignments from them are made daily as each court trying such cases may require. Each judge has the entire calendar to draw from in the order in which the cases are set down. Supplementary proceedings have been instituted to render judgments more effective and to recover assets concealed by a debtor. His pockets may be searched; his watch taken out of his possession; and where the debtor is a woman, a ring may be taken from her finger. We are informed that there has been a decrease of nearly 40 per cent. in the more serious criminal offences since the court was established, and that less than 10 per cent. of its rulings have been reversed by the Supreme Courts of the State.

The President's Rulings at the recent Meeting of the Law Society.

THE MAIN business of the meeting of the Law Society last week was the consideration of the report of the Committee on the King's Bench Division. Both the inconsistent motions—one expressing approval of the appointment of a commissioner in civil cases, and the other expressing approval of the report of the committee—were shelved, and probably rightly shelved. The Council of the Society are still considering the question, and until they have reported on it, and stated in detail the reasons for their conclusions, it is premature to discuss the matter at a general meeting, and to hamper the Council by recommendations. The discussion should be on the Council's report. It is to be regretted that the President, while speaking with propriety and moderation in this sense, should have laid himself open to the suggestion of having in the conduct of the debate strained or ignored the bye-laws of the Society. We print elsewhere a letter from Mr. CHARLES FORD complaining, first, that the President permitted Sir ALBERT ROLLIT to speak twice on Mr. FORD'S motion approving the report of the Joint Committee on the King's Bench Division. Bye-law 33, containing the Rules of Debate which are to be observed at general meetings, provides, rule (i), that "in case debate shall arise on any subject, no member shall be permitted to speak more than once on the same question," except that the mover of a resolution may speak in reply; but rule (v) enables a member who has spoken, by permission of the Chairman, to be "again heard in explanation; but he shall not introduce new matter." Sir A. ROLLIT was permitted to speak twice on the same question, and also apparently, in a sense, to introduce new matter—namely, the moving of the previous question. The President explained that Sir A. ROLLIT had risen a second time to correct his mistake, in not concluding his first speech with a motion; but the moving of a motion appears to be a different thing from the "explanation" contemplated by the rule. Mr. FORD'S next point is a rather technical one. He says that the Chairman permitted Sir A. ROLLIT to move "the previous question, a form of motion forbidden by our bye-laws." Rule (iii) provides that "any member desiring to move the previous question shall do so by moving that the meeting do proceed to the next business." This is the form of motion which appears in our report; but even if the incorrect form was actually used, it was at most a mere irregularity. Finally, Mr. FORD complains that the President ruled that he had no right of reply. This does not appear in our report of the meeting, but if it was so, there would seem to have been a breach of the provision of rule (i), above quoted, providing that "the mover of any resolution shall be allowed to speak in reply," although under rule (ii) the mover in reply, against the evident sense of the meeting as expressed by the Chairman, is not to speak for more than ten minutes.

Statutory Obligations.

RECENTLY a Divisional Court had before it a County Court appeal in which the plaintiff's claim was for the payment of 2s. 3d.: see *Oxton* v. *Williams* (*Times*, January 25th). The claim was made under section 14 of the Coal Mines Regulation Act, 1887 (50 and 51 Vict. c. 58), which enacts, in effect, that the checkweigher at a mine, appointed and paid by the miners to check the weights of coal sent up, may recover a proportion of his wages from any miner who is paid by weight of coal gotten. The amount sued for represented three weeks' wages at 9d. a week. The defendant, however, was not paid by weight, and

had declined to recognise the plaintiff's right to any remuneration. It was held that the plaintiff was not entitled to recover, either on the ground of any strictly contractual liability on the defendant's part, or of any statutory liability. But some observations were made by PHILLIMORE, J., on the subject of "statutory obligations" which seem to call for comment. His Lordship said:—"Until recent times legal obligations arose only in four cases, *ex contractu*, *quasi ex contractu*, *ex delicto*, and *quasi ex delicto*, but it may be that modern legislation has created statutory obligations which cannot be ranged under any of these heads." Few English text writers deal with the law and theory of obligations as a whole, and judges very seldom even refer to this branch of jurisprudence. The observation quoted may, therefore, possibly attract some attention, especially from students. Now, with reference to the statement as to legal obligations arising "only" in four cases, it has been pointed out (see Salmond, Jurispr. 441) that this classification "is not exhaustive, for it is based on no logical scheme of division, but proceeds by simple enumeration only." In the English translation of Pothier by Evans (i. 3) the following passage occurs: "The causes of obligations are, 1. Contracts; 2. Engagements in the nature of contracts [*quasi-contracts*]; 3. Injuries (*délits*); 4. Acts in the nature of injuries [*quasi-délits*]—sometimes the mere authority of the law, or the mere force of natural equity." The above passage occurs exactly as printed here, and is in some degree misleading. The original French is: "Les causes des obligations sont les contrats, les quasi-contrats, les délits, les quasi-délits, quelquefois la loi ou l'équité seule." It is clear that POTHIER, writing in the eighteenth century, did not for a moment regard any merely fourfold division into contracts, quasi-contracts, &c., as exhaustive, and that he would certainly not have admitted "statutory obligations" to have arisen for the first time under "modern legislation." In fact, *la loi* ("the mere authority of the law") really covers the case of "statutory obligations." To introduce the "statutory obligation" as a fifth division of recent growth is, therefore, to err both historically and logically. A logical division of obligations, with reference to their sources may be found in SAVIGNY, where those derived from the *jus gentium* are separated from those derived from the *jus civile*, as we might assign to one division obligations arising from the voluntary acts of the parties, and to another division obligations created by express enactment in a statute, irrespective of any agreement between individuals.

Release of Surety.

THE DECISION of the Court of Appeal in *Perry* v. *National Provincial Bank of England* (*ante*, p. 233) shews that a clause in a suretyship deed allowing the creditor to make arrangements with the principal debtor is effectual to save the rights against the surety, even though the arrangement includes the release of the principal debtor. Apart from such a clause, any variation of the legal position as between the creditor and the principal debtor releases the surety, if it may operate to his disadvantage and is made without his consent. "It is the clearest and most evident equity," said Lord LOUGHBOROUGH, C., in *Rees* v. *Berrington* (2 Ves. J., p. 543), "not to carry on any transaction without the privity of him [*i.e.*, the surety], who must necessarily have a concern in every transaction with the principal debtor." This, however, is subject to the exception that the creditor may prevent the release of the surety by expressly reserving his rights against him in the arrangement with the principal debtor. In effect, such a reservation qualifies the arrangement with the principal debtor; for if the creditor, acting under the reservation, proceeds against the surety, the surety can then at once proceed against the principal debtor, notwithstanding the arrangement: *Webb* v. *Hewitt* (3 K. & J., p. 442). But, as was held in that case, this does not apply where the arrangement operates as an actual release of the principal debtor. If the debt is gone, there is nothing—so it was said—that could be reserved against the surety. This might seem to apply equally where the suretyship deed contains a clause allowing the creditor to give time to, or arrange with, the principal debtor. If the debt is gone, why should the creditor retain any right against the surety? But the matter depends on the terms of the contract between the parties, and if the surety has agreed that he will remain liable notwithstanding any composition which the creditor may arrange with the principal debtor, effect must be given to the agreement. It was so held in *Cowper* v. *Smith* (4 M. & W. 519), and also in *Union Bank of Manchester* v. *Beech* (3 H. & C. 672), notwithstanding that the composition was accompanied by an actual release to the principal debtor. In *Perry* v. *National Provincial Bank* (*supra*) the plaintiff as surety had given a mortgage on property to secure the current account with the defendant bank of his two sons, who were trading in partnership. The sons made an arrangement with their creditors when £3,530 was due on the account. The security was valued at £1,630, and the bank accepted debenture stock of a company into which the partnership business was converted in full discharge of the balance of £1,900, and they released the debtors. It was contended that this operated to discharge the surety, so that he would be entitled to have back his property free from the mortgage. But the mortgage contained a clause to the effect above stated, and the Court of Appeal, reversing NEVILLE, J., held that the property was still a security for £1,630.

Order Revoking a Patent for Non-working.

UNDER SECTION 27 of the Patents and Designs Act, 1907, an application may be made to the Comptroller for the revocation of a patent on the ground that the patented article or process is manufactured or carried on exclusively or mainly outside the United Kingdom. The section also provides that on such an application, unless the patentee proves that the patented article or process is manufactured or carried on to an adequate extent in the United Kingdom, or gives satisfactory reasons why the article or process is not so manufactured or carried on, the Comptroller can make an Order revoking the patent either (*a*) forthwith, or (*b*) after such reasonable interval as may be specified in the Order, unless in the meantime it is shewn to his satisfaction that the patented article or process is manufactured or carried on within the United Kingdom to an adequate extent. There have been several applications of this kind, on which the Comptroller has either revoked the patent forthwith or dismissed the application, but in one case—that of *Webster's Patent*, *No.* 4397 of 1904 (26 R. P. C. 300)—the Comptroller, in April, 1909, made an Order revoking the patent on the 31st of December, 1909, unless in the meantime it was shewn to his satisfaction that the patented process was carried on within the United Kingdom to an adequate extent. On the 18th of December the case came again before the Comptroller for the purpose of submitting evidence to satisfy him that there was at that date adequate working in the United Kingdom. The applicants for revocation did not appear on this occasion. The Comptroller held (27 R. P. C. 30) that the patentee had satisfied him on the above-mentioned point, and he discharged the Order revoking the patent. What the patentee proved was, in substance, that there was only a limited demand for the patented process; that his agents had sent out circulars to 135 leading firms who would be presumably interested in the matter, calling attention to the advantages of the patent, and that the process could be seen at work at a small installation set up in London; that a correspondence had taken place with certain parties as to taking licences; and that one important firm had taken a licence under which plant had been erected, and working had taken place to a small extent. The Comptroller expressed himself satisfied with the *bona fides* and stability of this firm, and of their desire to work under their licence to their utmost capacity directly the full results of their early working was known. Under these circumstances the Comptroller held that adequate working at the present time was proved. But he pointed out that his decision was not final, and that it would be open to anyone to apply in the future for revocation of the patent if the patented process was not continued to be carried on here to an adequate extent.

The Manx House of Keys, says the *Times*, debated the Agricultural Holdings Bill on Tuesday for several hours, and it was carried through third reading by fifteen votes to eight. Leave was given to introduce a Bill to provide old-age pensions as in England, and a Bill to amalgamate the parochial authorities for poor relief, education, and local government into one parochial council for all purposes.

Imperfect Gifts.

It was considered at one time that the distinction between legal and equitable interests was dependent on the separate administration of law and equity, and that if that separate administration ever ceased this fundamental distinction would cease as well. But the administration of law and equity has been amalgamated by the Judicature Acts, and the result, in fact, has been quite different. Law and equity, and legal and equitable interests, still subsist separately, and it is, perhaps, not too much to say that the real effect has been merely to avoid a double procedure, and to require that a lawyer in whatever court he practises shall be versed both in law and in equity. Some day, no doubt, the continuance of the double system of rights and interests will have to be considered, and the assistance afforded by the legal estate put upon some sound footing. At present its chief characteristic is that, while it is a powerful means of defence to a threatened right, yet its help is largely a matter of chance, and in nothing is this more noticeable than in the doctrine as to the completion of an imperfect gift by the appointment of the donee as executor, which was established by JESSEL, M.R., in *Strong* v. *Bird* (L.R. 18 Eq. 315), and has been applied in several cases since, but which PARKER, J., refused to extend to the circumstances before him in the recent case of *Re Innes* (1910, 1 Ch. 188).

The doctrine itself is perfectly simple, and is an inevitable result from the distinction above adverted to. The only objection to it is that its operation is a pure matter of chance, and a system of law which determines the rights of parties in such a way is open to obvious criticism. A man expresses an intention to release a debt or to make a disposition of property, but does not give effect to that disposition in such a way as to make the release or the gift legally complete. Then he dies, having appointed the debtor or the donee his executor. The appointment operates, as regards a debt, as a legal release of the debt, though if there were no more, there would be no release of the debt in equity, and in an administration action the executor would have to pay the debt. But against this equitable liability to pay the debt has to be set the equitable release founded on the testator's expressed intention to forgive the debt. The equitable release is supported by the legal, though purely technical, release effected by the appointment of the debtor as executor, and this being so, the equitable liability is gone.

This is the doctrine of *Strong* v. *Bird* (*supra*). There the defendant's stepmother lived with him and paid £212 10s. a quarter for her board. He borrowed £1,100 from her on an arrangement that it was to be repaid by the deduction of £100 from each quarter's payment. This was done for two quarters, when the stepmother expressed her intention not to require payment of the balance, and until her death, some four years later, paid the quarterly sums in full. She appointed the defendant her executor. JESSEL, M.R., held that the intended release of the debt, which at law was ineffectual, was perfected by the legal release consequent upon the defendant's becoming executor. "The legal effect of that was to release the debt in law, and therefore the condition which is required, namely, that the release shall be perfect at law, was complied with by the testatrix making him executor." And the learned judge added:—"It is not necessary that the legal change shall knowingly be made by the donor with a view to carry out the gift. It may be made for another purpose; but if the gift is clear, and there is to be no recall of the gift, and no intention to recall it, so that the person who executes the legal instrument does not intend to invest the person taking upon himself the legal ownership with any other character, there is no reason why the legal instrument should not have its legal effect."

Strong v. *Bird* (*supra*) was followed by STIRLING, J., in *Re Applebee* (1891, 3 Ch. 422), and in both cases evidence was admitted of the creditor's intention to forgive the debt; and the principle was applied to an imperfect gift of property by BYRNE, J., in *Re Griffin* (1899, 1 Ch. 408), and by NEVILLE, J., in *Re Stewart* (1908, 2 Ch. 251). In the former case the gift of a deposit receipt seems to have been made in such a way as to constitute a perfect gift; but assuming that this was not so, BYRNE, J., held that he could not refuse to recognise that the appointment of the donee as executor completed the title without rejecting at any rate some part of the reasoning in *Strong* v. *Bird*. In *Re Stewart* there was the additional circumstance that the donee was only one of several executors, but NEVILLE, J., held that this was immaterial. The doctrine of *Strong* v. *Bird* he explained as follows:—"The reasoning by which this conclusion is reached is of a double character—first, that the vesting of the property in the executor at the testator's death completes the imperfect gift made in the lifetime, and, secondly, that the intention of the testator to give the beneficial interest to the executor is sufficient to countervail the equity of beneficiaries under the will, the testator having vested the legal estate in the executor." And since the whole of the personalty vests in each executor, the legal title of the donee-executor is complete, whether he is sole executor or not.

In the present case of *Re Innes* (*supra*) a testator had been pressed by an unmarried daughter, who lived with him and acted as his housekeeper, to pay her a salary. Accordingly he handed her a signed writing by which he declared that, after a certain date, she should receive from his business £2 a week, and also an additional weekly sum of the same amount, the latter, however, to remain in the business for five years at 5 per cent. per annum. He lived for about four years afterwards. The daughter did not draw any sums regularly, but received from her father various sums amounting to £78 10s. She was appointed one of his executors, and claimed to retain the arrears of the weekly sums either as creditor or as *cestui que trust*, or on the principle that the imperfect gift had been completed by her appointment as executor. PARKER, J., held that the arrangement was not one of contract so as to constitute her a creditor, nor was there any declaration of trust as to specific property of which she could take advantage as *cestui que trust*. The real point in the case was whether it could be brought within the doctrine of *Strong* v. *Bird*. The learned judge held that it could not, on the ground that there was no attempted gift of specific property. "What is wanted," he said, "in order to make that principle applicable is certain definite property which a donor has attempted to give to a donee, but has not succeeded. There must be in every case a present intention of giving, the gift being imperfect for some reason at law, and then a subsequent perfection of that gift by the appointment of the donee to be executor of the donor, so that he takes the legal estate by virtue of the executorship conferred upon him." Here the attempted gift was not of specific property, but of an indefinite number of sums of money payable in the future.

It is, indeed, difficult to see how the document could be more than a mere expression of intention to pay the sums mentioned, which failed in the elements both of a contract and a gift. It may be hoped that the claimant was consoled by the fact that under her father's will she took one-fifth of his estate, which was worth about £80,000. Had the circumstances been different, it would have been a matter of regret that the happy accident which determined the rights of the debtor or donee in the cases referred to above was not available here also. But what is abundantly clear is that a circumstance, such as the appointment of an executor, which is not intended to have any relation to the debt or gift in question, ought not in any rational system of law to affect the legal result.

Reviews.

Local Taxation Licences.

THE LAW AND PRACTICE RELATING TO THE DUTIES ON THE LOCAL TAXATION LICENCES TRANSFERRED TO COUNTY COUNCILS IN ENGLAND AND WALES AS FROM THE 1ST JANUARY, 1909, UNDER THE PROVISION OF SECTION 6 OF THE FINANCE ACT, 1908, AND AN ORDER IN COUNCIL ISSUED THEREUNDER. TOGETHER WITH THE CIRCULAR OF THE LOCAL GOVERNMENT BOARD, THE REGULATIONS OF THE GENERAL POST OFFICE, &c. By Sir NATHANIEL J. HIGHMORE, Barrister-at-Law, Solicitor for His Majesty's Customs. SECOND EDITION. Stevens & Sons (Limited).

Under section 6 of the Finance Act, 1908, and the Order in Council of October in the same year, the duties on licences for game,

dogs, guns, armorial bearings, and male servants were, as from 1st January, 1909, transferred to the county councils. The present work gives the details of this change, and the statute law relating to these various licences, with references to the authorities. Thus dog licences depend on Acts of 1867, 1878, and 1906. At p. 66 is printed an opinion delivered by Lord LINDLEY at the Swainsthorpe Petty Sessions in June, 1907, as to the procedure to be followed on applications for exemption in respect of sheep dogs under section 22 of the Act of 1878. The Appendix contains a circular letter on Local Taxation Licences issued by the Home Office in October, 1908, and also the Post Office Notices and Regulations.

The Protection of Children.

THE CHILDREN ACT, 1908, AND OTHER ACTS APPERTAINING TO CHILDREN IN THE UNITED KINGDOM. By DAVID DEWAR, Procurator-Fiscal for the City of Dundee. William Green & Sons.

This work contains the text of the Children Act, 1908, and other statutes, exclusive of the Education Acts and the Factory Acts, relating to children. Thus while parts of the Prevention of Cruelty to Children Act, 1904, have been repealed by the Act of 1908, some sections, such as section 2 (restrictions on employment of children), remain in force; and these, as well as the Dangerous Performances Acts, 1879 and 1897, are included. Among the statutes printed there are also portions of the Criminal Law Amendment Act, 1885, and the whole of the Betting and Loans (Infants) Act, 1892, and the Intoxicating Liquors (Sales to Children) Act, 1901. Some brief notes are added, but practically the body of the work gives only the text of the statutes. The Appendix contains a good deal of explanatory matter in the shape of circulars issued by the Home Office, and also the statutory rules and forms issued under the Act of 1908. These are classified according as they apply to England, Scotland, or Ireland. The work is a useful compendium of statute law and of official information on the subject of the protection of children.

Local Government.

COUNTY, DISTRICT, AND PARISH COUNCILS. BEING A CONCISE GUIDE TO THEIR POWERS, DUTIES, AND LIABILITIES UNDER THE LOCAL GOVERNMENT ACTS OF 1888 AND 1894. By J. H. MENZIES, Barrister-at-Law. Sweet & Maxwell (Ltd.).

The greater part of this work consists of the text of the Local Government Acts, 1888 and 1894, with occasional notes. A full commentary on the various sections is beyond the object of the book, which is intended to furnish a concise guide to the statutes. There are prefatory chapters which give a sketch of the history of local government in England and explain the constitution of the present local authorities; and there are summaries of the two Acts just mentioned. The work is the first of a series of Local Government Manuals which the publishers are issuing under the general editorship of Mr. Bertram Jacobs, the next two being on Municipal Corporations and Public Health. The explanatory chapters are clearly and concisely written, and the book will be useful to those who require to refer readily to the text of the statutes.

Personal Property.

AN EPITOME OF PERSONAL PROPERTY LAW. By W. R. HASTINGS KELKE, M.A., Barrister-at-Law. THIRD EDITION. Sweet & Maxwell (Ltd.).

This is a very concise manual of the law of personal property; distinguishing first between absolute and qualified property, the latter including bailment, lien and mortgage; then treating of special forms of property, such as shipping, choses in action, shares and copyright; and concluding with chapters on involuntary alienation, and administration of the estates of deceased persons. A great deal is packed into a small compass, and the student will find the work useful as a reminder after perusing the larger works on the subject. But as a first book it is too condensed, and the ruthless dropping of the definite article and other abbreviations have disadvantages not compensated by a slight saving of space. If the student wishes to profit he must take his law at large, and undue condensation is likely to lead to confusion.

Books of the Week.

A Treatise on the Effect of the Contract of Sale on the Legal Rights of Property and Possession in Goods, Wares and Merchandise. By Lord BLACKBURN. Third Edition. By WILLIAM NORMAN RAEBURN, M.A., LL.B. (Glas.), and LEONARD CHARLES THOMAS, Barristers-at-Law. Stevens & Sons (Limited).

The Law of Meetings: Being a Concise Statement of the Law Relating to the Conduct and Control of Meetings in General, and in Particular Political, Social and Other Meetings, Meetings of Companies, County Councils, Borough Councils, District Councils, Boards of Guardians, Parish Councils, Parish Meetings, Vestries, Local Education Authorities, and Meetings of Electors under the Borough Funds Acts, 1872-1903; with the Sections of the Statutes Relating Thereto. Fifth Edition. By C. P. BLACKWELL, B.A., Barrister-at-Law. Butterworth & Co.

Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal, December 10th, 17th and 20th, 1909. Edited by HERMAN COHEN, Barrister-at-Law. Vol. III., Part IX. Stevens & Haynes.

Correspondence.

The Law Society's Bye-laws.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—As it has frequently happened, to my knowledge during the last forty years, that Presidents of the Law Society unintentionally, on points of order, sometimes rule in flagrant disregard of our bye-laws, I hope this letter may induce more care in this respect for the future.

At a general meeting of the Law Society, held on Friday, the 28th January, the President (the Official Solicitor of the Supreme Court) permitted Sir Albert Rollit to speak twice on my motion approving of the unanimous report of the Joint Committee of both Houses of Parliament advising the immediate appointment of two additional King's Bench judges.

Further, he permitted Sir Albert Rollit to move "the previous question," a form of motion forbidden by our bye-laws, and finally, on my proceeding to exercise my right of reply on my said motion, the President ruled that I had no right of reply, whereas bye-law 33 (which deals with the above points) merely limits a right of reply to five minutes in a case like the one in question.

CHARLES FORD.

The Outer Temple, London, W.C., Jan. 29.

[See observations under head of "Current Topics."—ED., *S.J.*]

Charging Order Against Shares in Private Company.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Herewith we send you copy of a letter we are to-day sending to the Secretary of the Law Society as to a decision of Master Archibald which we think should be brought to the notice of the profession.

CARTER & BARBER.

Finsbury Circus-buildings, 18, Eldon-street, E.C., Jan. 28.

The following is a copy of the letter referred to by our correspondents:—

[COPY.]

28th January, 1910.

Dear Sir,—We think a decision of Master Archibald given by him on the 25th inst. should be brought to the attention of your Council.

Clients of ours obtained a charging order *nisi* against certain shares in a company, registered in September last, under the Companies (Consolidation) Act as a *private* company.

A claimant to the shares by his counsel contended that a charging order could not be obtained against shares in a private company, having regard to the language of section 14 of the Charging Order Act of 1 & 2 Vict. c. 110, which only referred to shares in any *public* company in England.

Upon the hearing of the reference Master Archibald decided that the contention of the claimant's counsel that no charging order could be obtained against any shares in a private company was correct.

This decision of the master appears to us to be a most serious one, and we think the matter ought to receive the attention of your Council. The master also decided against our clients upon the facts, which prevented our clients appealing upon the point of law.—Yours faithfully,

CARTER & BARBER.

The Secretary, Law Society, 113, Chancery-lane, W.C.

Loose Leaf Law Reports.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Your last number contained an interesting and amusing summary and criticism of the writer's scheme for loose leaf law reports. The critic ingeniously adapts the somewhat unfortunate

expression "loose leaf" to form the background of a picture which should surely be entitled "Hopeless Eve; or, the Lawyer's Litter!" A busy, and, it may be, successful lawyer is depicted in despair, seated at night in his chambers knee-deep in cases, his drawers and cabinets all but denuded of their contents, which lie littering the floor. Hopelessly he asks "Will they ever get back?" May I paint a more prosaic picture? A very busy barrister, who has cited no less than a hundred cases during the day, just back from court; with him his clerk; the clerk carries an expanding portfolio such as is seen daily in the City; the portfolio contains a thousand leaves, *not* loose leaves but neat little packets of leaves, averaging ten, fastened together, and with a card bearing the case name forming the top of each packet; the barrister removes his wig and gown and goes to tea—or to a consultation; the clerk opens the portfolio, picks out a case, looks at a card, opens a drawer, sees an identical card, drops the first case behind it; so with the others, and long before the lawyer's return each case is back and the clerk has gone to his tea—or his telephone.

The critic suggests, again, that the claim that libraries would be smaller, and therefore cheaper and less bulky, may prove fallacious. Would it? The writer without hesitation admits that a collection of leading cases would not meet the requirements of the practising lawyer. Granted, too, that the selection of such leading cases would be difficult. But that is not the suggestion. The plan is to provide a reservoir, from which not only leading, but any cases can be drawn at will. What use is any case until you want it? Buy every case you want when you want it, but not before. There should be no more difficulty in buying reports or cards, or either, separately than there is is buying Acts of Parliament in Fetter-lane or specifications at the Patent Office. Cases in constant use would soon be bought, and once bought would be always available. On this plan your library will expand in exact proportion to your requirements, it will increase in a continuous series from student days until the time of a large practice in full swing. Even then it will contain less cases than must needs have been there had the volumes been bound. And multiples of cases would never find their way into any private library at all. The library grows with the practice. So does the purse. Hence the wherewithal to purchase cases would accompany the need for them. Would not that be an advantage? As to the selection, on this plan it would not be deliberative but automatic. Besides, in a very short time a standard minimum would be recognized which everyone would get.

Æsthetic and publishing objections are also suggested. The cabinet does not look so well as the tidy bookshelf it must be allowed, but it collects less dust. The nature of the publishing difficulties is not clear. The scheme, were it adopted, would seem to tend to a great increase in the total number of cases sold. The market would be greatly enlarged, and would include more solicitors, town and country; more students in chambers, at the Universities, and in articles; more colonial and foreign lawyers, and many classes of the general public, such as doctors, surveyors, engineers, and business men generally.

One important point which requires to be clearly brought out is that the card is intended to be attached to the case. This means that the apparatus of reference is not separate from the reports, but the reference to each case is physically part of that case. There is not a card index of names superadded to a collection of cases, but the cases constitute their own index. It follows that it is not necessary to take two bites at a cherry. It follows also that the case reference in print, writing, words or memory is restricted to the case name with a consequent saving in space and time in addition to a reduction in the possible sources of error.

Of course, the scheme is compatible with the continuance of every existing report in its existing form. Nothing need be scrapped. The new form could be adopted by any subscriber at any moment. It is not revolution but reform which is proposed, and the writer is confident that the scheme is workable.

PERCY T. CARDEN.

10, Old-square, Lincoln's-inn.

[How does our correspondent propose to deal with the references to cases in text-books, if the case reference is restricted to the case name?—ED. *S.J.*]

Seventy-four students have, says a writer in the *Globe*, blossomed into wig and gown this term. In the corresponding term last year the number was slightly larger. The Inner Temple maintains its premier place among the Inns with twenty-six calls; the Middle Temple follows with twenty; Gray's Inn, which is regaining some of its old popularity, is third with fifteen; Lincoln's Inn, which not many years ago held the foremost place, is last with thirteen.

At the Chelmsford Assizes on Tuesday, says the *Times*, the grand jury made a presentment to the effect that the new form of oath did not enhance the solemnity of the oath to those who had to take it, but the contrary. Mr. Justice Jelf said he thought most people would agree with the grand jury, and he had no doubt that after a little discussion a reasonable form of oath would be used which would combine a certain amount of celerity with a proper amount of solemnity.

CASES OF THE WEEK.

High Court—Chancery Division.

MEASURES BROTHERS (LIM.) (In Liquidation) *v.* H. J. T. MEASURES.

Joyce, J. 17th, 26th, 27th, and 28th Jan.

COMPANY (WINDING-UP)—MASTER AND SERVANT—LIST OF CUSTOMERS—COPY MADE BY DIRECTOR AND USED FOR HIS OWN PURPOSES—COVENANT IN RESTRAINT OF TRADE BY DIRECTOR—CONSIDERATION—WINDING-UP BY THE COURT—EFFECT OF ORDER.

The defendant, while he was a director of the plaintiff company, and before the company was ordered to be wound up, caused a copy of a list of the company's customers to be made, and used the copy to obtain the names and addresses of customers, to whom, after the order for winding-up, he sent circulars relating to his own business in competition with the company. Order made that the defendant should deliver up any such list or copy and for an inquiry as to damages. The defendant agreed with the plaintiff company for service as director, and that he would not for seven years after ceasing to be a director of the company be engaged in any business competing with that of the company.

Held, that the company, having been ordered to be wound-up by the court, had repudiated the agreement, and that the defendant was not bound by the covenant in restraint of trade.

Semble, *the same result would have followed upon the appointment by the court of the receiver and manager.*

General Billposting Co. *v.* Atkinson (1909, *A. C.* 118) *followed.*

By clause 3 of the articles of association of Measures Bros. (1899) (Limited), it was provided that the company should enter into an agreement for the acquisition of Measures Bros. (Limited), and for securing the service of the defendant, among others, as director. The agreement as to service was substituted for another, dated the 14th of July, 1903, the company having been authorized to substitute the agreement by special resolution. By the agreement of the 14th of July, 1903, clause 1, it was provided that the defendant should hold office as a director of the company for seven years from 1903, at the salary of £1,000 per annum, and by clause 6, that at the expiration of seven years the defendant might, if he thought fit, continue in office for a further period of seven years at a salary to be agreed upon by the company. By clause 5 the defendant covenanted that he would not at any time thereafter while he should hold the office of director of the company or within seven years after ceasing to hold such office, either solely or jointly with or as manager or agent for any other person or persons or company, directly or indirectly carry on or be engaged or concerned or interested in the business of engineers or ironfounders in any of their respective branches that would in any way compete with or be detrimental to the business carried on by Measures Bros. (Limited), or permit or suffer his name to be used or employed in carrying on or in connection with the said businesses or either of them within the United Kingdom save so far as he should be interested as a member of the company or be employed as an officer, servant, or agent of the company in the business of the company. In June, 1909, the defendant as a director instructed one of the company's clerks to make a list of the company's customers. On the 28th of July, 1909, the court appointed a receiver and manager for the debenture holders as from the 20th of June. In June or July the defendant instructed the company's firm of copyists to make a copy of the list, which the defendant subsequently used to address his own circulars to the customers on the list. The company was ordered to be wound up by the court on the 13th of October, 1909. The defendant having commenced business in competition with the company, the liquidator now claimed the relief mentioned in the judgment. Action.

JOYCE, J.—The claim of the plaintiffs in this case is of a two-fold nature. They ask for an injunction to restrain the defendant from acting as manager and agent, and so on, for any other person than the plaintiffs, and they also ask, secondly, for an order upon the defendant to deliver up all lists of the names and addresses of the plaintiffs' customers copied or extracted by or at the instance of the defendant from the books of the plaintiff company; and, thirdly, an injunction to restrain the defendant from making use of any information obtained by him from any such lists or copies thereof or extracts therefrom. Then, in addition to that, they ask for damages and costs. With regard to the second claim, I cannot say that I feel any difficulty. What the defendant has done is this: In strictness, it was not proved at the trial, but it was admitted, and it is stated on the affidavits on the motion which was read to me. I do not know whether the motion stood to the trial, or how it was dealt with, but the affidavits were read to me, and the defendant did not give any evidence or call any evidence in contradiction of those statements, and I understood them to be practically admitted. What the defendant did was this: Being a director, and there being a provision in the agreement of service that he should have a salary of £1,000 a year for seven years, before any winding up or before any appointment of a manager or receiver, he, at the instance of the plaintiffs, in June, 1909, being a director, as I say, and also acting under the general agreement, directed a clerk of the company to make out a list of the customers. Later in the same month of June he appears to have got this list from the secretary, and to have then borrowed it and had a copy made for his own private

use. When I say "private use," I mean for his private purposes, quite apart from any purposes of the same business. He had that copy made with a view to using it if and when he should be in a position or should think fit to compete in business with the company. Then, later on, after the order for winding up, and, of course, after the appointment of the receiver, he appears to have sent out circulars soliciting customers whose names were in this list. No complaint is made or no relief is asked by the claim in respect of the statements in this circular, which possibly may still be actionable. But he stated in this circular that there had been an order made by the High Court for the compulsory winding up of the plaintiffs, and that he had set up in business for himself, and was prepared to deal with all enquiries and orders in connection with the work which had been carried on by the late company, but with that I have nothing to do now. The real question is about the defendant having taken a copy of this list for his own purposes. Notwithstanding the very strenuous argument addressed to me by the defendant's learned counsel, I have been referred to *Merryweather* v. *Moore* (1892, 2 Ch. 518), with which case, if I may respectfully say so, I entirely agree, and also, principally because the judgments of the learned judges deal more with this point, with *Lamb* v. *Evans* (1893, 1 Ch. 218) and *Robb* v. *Green* (1895, 2 Q. B. 315). I have no hesitation in holding that the defendant in what he did was guilty of a gross breach of his duty towards the plaintiffs. I hold that no man who is in the employment of another is entitled to use or even take a copy for his own private purposes of any document which comes to his hands or to which he has access in the course of his employment. Consequently, I hold that the plaintiffs are entitled to relief in respect of that matter. I am of opinion that not only was a person in the position I have mentioned not entitled to make such a list or make a copy of any such document, but that he should be ordered to give up any such document or any copies that he has made from it. There is a difficulty, perhaps, about using the information, but that I will mention later. So much for the first part of the case. Then there is the claim to enforce against the defendant the terms of the special agreement of the 14th of July, 1903. That is for an injunction to restrain the defendant from doing that which, by the 5th clause of that agreement, the defendant agreed not to do. He covenanted with the company that he would not at any time within seven years after ceasing to hold such position either solely or jointly with or as manager or agent for any other person or persons or company, directly or indirectly, carry on or be engaged in the business of engineers, and so on. I need not read it all; take that clause as read. Now, in the case of the *General Billposting Co.* v. *Atkinson* (1902, 1 Ch. 537; 1909, A. C. 118), a manager of the company was entitled under his agreement of service with the company to twelve months' notice. He was dismissed for some reason or other, and he brought his action for wrongful dismissal, and recovered damages. Then, there being a clause in the agreement restricting his right to trade after the termination of his service with the company, this action of the *General Billposting Co.* v. *Atkinson* was instituted for the purpose of enforcing that restriction against him. (The learned judge read the head note in the Appeal Court report.) Now, I think it is well settled that where a manager is engaged by a company for a term of years—I need not deal with the question whether it is determinable on notice or not—a compulsory order for winding up is a dismissal or discharge, whichever you like to call it, of that manager; that it is wrongful, or, at all events, it is a dismissal not authorized by law as between the company and the manager. The same applies also to the appointment of a receiver and manager. The manager agreed to serve the company, not the receiver and manager. *Reid* v. *Explosives Co.* (19 Q. B. D., 264), was a case of the appointment of a receiver and manager, and there are other cases where there was a compulsory order to wind up. Consequently, I think it follows from the decision in the *General Billposting Co.* v. *Atkinson* that in the simple case of the manager and the company, there being a winding up order, that has the effect of being a wrongful dismissal of the manager, and he is entitled to at once sue for wrongful dismissal, or breach of contract, whatever it may be. In my opinion, under such circumstances, the decision in the case of the *General Billposting Co.* v. *Atkinson* would apply, and the company would not be able to enforce against him the restriction on trade contained in clause 5 of the agreement. Now, this is not the case of a simple manager; it is the case of a director who was appointed manager by a special and conditional agreement of service. The obligation undertaken by the defendant is a very stringent one. It is the obligation contained in the 5th clause, which I have already mentioned, and it appears to me that the consideration which was given for the defendant undertaking that obligation is under the other clauses of the agreement. He gets a directorship for seven years, at a salary of £1,000 a year, and a further provision as to a continuation of his engagement. I do not see any difficulty about the consideration clause. He is content to take such a salary. In this case, in my opinion, it is not correct to say that he gets this salary under the articles. He gets it under a further and conditional agreement, which is authorised by the special resolution, and which the company could not do without a special resolution. Then came the appointment of a receiver and manager in the debenture holders' action, and there was a compulsory order for winding up. Now, whether the defendant technically ceased to be a director in name upon the making of the compulsory order, I do not know, but he had no more work to do, and he had no more pay, and his employment ceased. It is common ground that he ceased to be a director. I need not say that that was a very serious matter for him, though it may not have much to do with this case, if he is turned out of his office and he loses £1,000 a year, which he would get for the residue of seven years, and he loses his further right to be a director for such further remuneration as may be fixed. On the other hand, it will be said, it is a serious thing for the company, and in one sense it is, if the defendant is no longer bound by this restriction, which he agreed with the company to be bound by, not to solicit their customers. When you come to think of it, that is the ordinary case. When a company is wound up, why should not every one of the directors set up in competition with the company? All I can say is this: after such consideration as I have given to this case, I think, in the circumstances of this case, and in view of that agreement, the *General Billposting Co.* v. *Atkinson* does apply, and that the plaintiffs cannot, under the circumstances, have against the defendant specific performance, because that is what it is, of clause 5 of the special agreement without performing, and they cannot perform, the clause which that agreement contains in favour of the defendant. In my opinion it would be inequitable if the plaintiffs could have that relief, and I decline to give it. This part of the action must be dismissed. His lordship then made the order for delivery up of lists and copies of lists, but said that there could not be an injunction restraining the defendant from using information. It could not be ascertained. The information in another case might be as to some simple matter, one particular fact or another, and it might be possible to determine whether the defendant was using the information or not, but in this case it would be impossible. The plaintiffs were entitled to an inquiry into damages.—COUNSEL, for the plaintiffs, *Younger*, K.C., and *Whinney*; for the defendant, *Hughes*, K.C., and *Percy Wheeler*. SOLICITORS, *Budd, Johnson*, and *Jecks*; *Wetherfield, Sons, & Baines*.

[Reported by A. S. OPPÉ, Barrister-at-Law.]

DOVER (LIM.) *v.* **BERNSTEIN.** Warrington, J. 26th Jan.

DESIGN—ACTION FOR INFRINGEMENT—PATENTS AND DESIGNS ACT, 1907, S. 49—"NEW OR ORIGINAL"—OLD PATTERN PUT TO NEW USE—COMMON ENGINE-TURNED PATTERN APPLIED TO BICYCLE HANDLES.

A design is "new or original," and entitled to protection under section 49 of the Patents and Designs Act, 1907, which consists, substantially, of an old pattern or ornament applied to an article of manufacture to which it has never, and to no article analogous to which in character or use has it ever, been applied previously.

Re Clarke's Registered Design (13 R.P.C. 351) *applied*.

This was an action for infringement of a design registered under the provisions of the Patents and Designs Act, 1907. The infringement was proved, and the question of law argued was whether or no the plaintiff's design, which was registered on the 23rd of November, 1905, was "new or original" within the meaning of section 49 (1) of the Act. The plaintiff described his design as consisting of the application of an engine-turned, "wire-woven" pattern to the handle of a bicycle, and his claim, as appeared from the certificate of the comptroller, was for "a pattern or ornament for the hand-grip on cycles." The plaintiff's handles were made of celluloid of the usual cylindrical shape, having smooth ends separated from the pattern in the centre by a small bead or fillet of a very usual type. The pattern itself was held on the evidence to be a common type of engine-turning, and consisted of parallel rows of wavy lines which, it would seem, gave the impression that they were interwoven by reason of the crest being less rounded than the hollow. The pattern was cut up by grooves into panels. There was evidence that substantially identical patterns had been applied to a great number of articles in common use, such as watches, fish-eaters, cigarette cases, fountain pens, etc., for long prior to the registration of the plaintiff's design.

WARRINGTON, J., in the course of his judgment, said: The interpretation of the expression "new or original design" was discussed in *Re Clarke's Registered Design* (*ubi supra*), where Lindley, L.J., said (at p. 358): "The Act contains a section which says what a design means, but unfortunately the section says that a design means a design. The words are: 'A design means a design applicable to any article of manufacture . . . whether the design is applicable for the pattern, or for the shape or configuration, or for the ornament thereof.'" In this case the design is for a pattern or ornament. Lindley, L.J., goes on to point out that design means design, not in the abstract, but as applicable to some article of manufacture. He says: "In considering the novelty or originality of a design, it must always be borne in mind that the applicability of the design to manufactured articles is the matter which has to be determined." He then refers to *Read and Gresswell's Design* (42 Ch. D. 260), and cites the decision of Chitty, L.J., that "to be capable of being registered, a design must be new or original in fact, and not, as suggested, new or original as to some particular class of goods. It cannot be said to be new or original if it is already being applied to articles of an analogous character," commenting on which he says, "the words referring to articles of an analogous character show that the learned judge did not intend by the words 'new or original in fact' to decide that a design must be new or original in the sense of never having been seen before as applied to any article whatever." He then sums the matter up in this way: "What then is the test to be applied to a case such as that before us? The design must be new or original with reference to the kind of article for which it is registered; meaning by kind of article . . . the kind of article having regard to its general character and use. A design may be new for a coal scuttle, but not for a bonnet. On the other hand, a design for a shade of a gas lamp

can hardly be new if it was old for an oil lamp." I think that those extracts from the judgment of Lindley, L.J., and especially the last, shew the principle by which I must be guided in determining whether this design is new or original, or not. I have to find whether it is new with reference to this kind of article, having regard to its general character and use. Its general character is a cylindrical piece of vulcanite, and its use is as a cap, to be slipped over the steel tube constituting the handle of a bicycle. The design itself consists of what, on the evidence, I must hold to be a common form of engine-turning. Every detail of this design is in one sense old; there can be no question of that. It is as common as the pattern of a chess-board, or the Greek key pattern. Granted all that, may not this design be a new or original design with reference to the kind of article to which it has been applied? There is no evidence that this design was ever before applied to a bicycle handle, or to an article like a bicycle handle with regard to its use. I must, therefore, after some hesitation, in the result, hold that this design is a new and original design." His lordship then dealt with the question of infringement, holding on the facts that infringement had been proved, and granted the plaintiff relief accordingly.—COUNSEL, for the plaintiff, *Henry Terrell*, K.C., and *D. M. Kerly;* for the defendant, *F. H. Maugham.* SOLICITORS, *L. Melville Clarke; McKenna & Co.*

[Reported by PERCY T. CARDEN, Barrister-at-Law.]

Re **BROWN (Deceased). GOLDING** *v.* **BRADY.** Swinfen Eady, J. 29th Jan.

WILL—CONSTRUCTION—BEQUEST TO "MY WIFE"—WIDOWER INTENDING TO RE-MARRY.

Held, on the facts of the case, that a bequest by a widower to "my wife" was intended for the housekeeper of the testator, whom he had been prevented from marrying by his last illness, and took effect in her favour accordingly.

This originating summons was taken out by the executor of the will of R. S. Brown, deceased, for the determination of the question who was the legatee and devisee intended to take under the designation "my wife" in a bequest of a sum of £1 per week for life, and again in the residuary bequest and devise contained in the will. The testator's wife had died on the 28th of January, 1899, and his will was made on the day before his death, which took place in November, 1907. The testator was a bone-setter, and in July, 1907, he became acquainted with the defendant, Julia Brady, whose arm he set. He proposed that she should live with him as his housekeeper, and the correspondence shewed that she wanted time to make her arrangements, and dispose of her furniture. In the result it was in September that she did take up this position. The defendant's evidence was that after two or three weeks the testator proposed that they should marry, and notice was given at the registry, but not for any particular day. From that time they cohabited as man and wife. The marriage was postponed only on account of the testator's illness. His doctor told the testator that he had no hope of recovery, when the testator replied that he must make a will to provide for his wife. The doctor confirmed the defendant's evidence that the testator referred to the defendant immediately before his death as his wife.

SWINFEN EADY, J., in his judgment, set out the facts, including the fact, deposed to by the defendant, that the testator referred to her as his wife in giving instructions for his will, and held that it was not open to doubt that the person intended by the testator to take the benefits given by his will to "his wife" was the defendant, Julia Brady, who was entitled accordingly.—COUNSEL, for the executor, *Dighton Pollock;* for the next-of-kin, *F. B. Fuller;* for Miss Julia Brady, *T. J. C. Tomlin.* SOLICITORS, *King, Wigg, & Co.; Robbins, Billing, & Co.; Gribble, Oddie, & Co.*

[Reported by PERCY T. CARDEN, Barrister-at-Law.]

ECCLES CORPORATION *v.* **SOUTH LANCASHIRE TRAMWAYS CO.** Eve, J. 27th Jan.

TRAMWAYS—LEASE TO CORPORATION—LICENCE TO USE TRAMWAY—POWER TO GRANT LICENCE—ULTRA VIRES.

A corporation were lessees of a tramway under an agreement which provided that they should not assign, sublet, or part with the benefit of the lease. They also had statutory power to enter into contracts with owners of adjoining tramways with respect to the working of their respective tramways.

Held, that the corporation had power to grant a licence to use their tramway to the defendant company, who worked adjoining tramways.

This was an action for a declaration that the Salford Corporation were not entitled to authorize the defendant company to use the plaintiffs' tramways. The defendant company worked tramways in an adjacent district. An agreement of the 11th of April, 1902, provided for the granting by the plaintiffs to the Salford Corporation of a lease for thirty-five years to run cars with flanged wheels upon the tramways within Eccles borough, subject to the terms mentioned in the fourth schedule of that agreement. The fourth schedule provided for the licensing by the plaintiffs of the Salford tramcars plying for hire within the borough of Eccles, that they should work the tramways to the best of their ability, and should not assign, sublet, or part with the benefit of that agreement or the lease except by licence under the seal of the plaintiffs. Pursuant to the agreement, the Salford Corporation worked the tramways, and on the 2nd of June, 1908, they granted a licence to the defendant company to run cars over a portion of the tramway. The defendant company did not apply for or obtain any licence from the plaintiffs, the Salford Corporation claiming the right under the agreement to authorize the defendant company to run cars within the borough without any such licence. The plaintiffs alleged that the defendants by wrongfully running cars within the borough were trespassing on the tramways, and causing damage to the plaintiffs.

EVE, J.—The plaintiffs allege that the granting of the licence is a breach of the agreement of the 11th of April, 1902, and is an act *ultra vires* of the defendant corporation. The defendants, on the other hand, maintain that there is no breach of the agreement, and that the transaction is one entirely within the statutory powers of the defendant corporation. I think it will be convenient to deal with the latter question first. The point may be stated thus: Could the defendant corporation as lessees of the plaintiffs' tramways, in the absence of any special terms in the lease prohibiting them from so doing, grant to the defendant company permission or licence to use the tramways, or any part of them? The plaintiffs say no, that the subject-matter of the demise is a Parliamentary franchise—the statutory monopoly to use on the authorized tramways carriages with flanged wheels or other wheels suitable only to run thereon (see section 34 of the Tramways Act, 1870) —and that it is for those who assert the power of lessees of such a subject-matter to license others to use the tramway to demonstrate clearly where such power is to be found. They further point to section 35 of the Tramways Act, 1870, as indicating the only circumstances in which the Legislature has contemplated the joint user of a tramway by licensees and promoters or the lessees of promoters. The defendants do not dispute that the burden of establishing statutory authority to do what they have done lies upon them, and they contend that so far as the corporation are concerned, the authority is to be found in section 28 of the Salford Corporation Act, 1899, and so far as their licensees are concerned, power to accept the licence is conferred upon them by section 41 of the South Lancashire Tramways Act, 1903. Section 28 of the Act of 1899, read with the assistance of the definitions in section 4 of the same Act and in the light of the facts of this case, empowers the defendant corporation to enter into and carry into effect contracts and agreements with the owner of any tramways in any adjacent district which can be worked with the tramways demised to the corporation by the plaintiffs. Pausing there, I think in construing this part of the section I am bound to treat the defendant company as the owner of tramways in an adjacent district, having regard to the object of the section and to the fact that the expression "corporation tramways" includes tramways demised to the corporation. The contracts and agreements contemplated by the section are contracts with respect to (*inter alia*) the working and use by the contracting parties of all or any part of their respective tramways and works or any part or parts thereof respectively, to the supply for all or any of the respective tramways of the contracting parties being worked by the other of them of rolling stock, plant, and electrical energy, and to the other matters therein mentioned, which include the "interchange, accommodation, conveyance, transmission, and delivery of traffic coming from or destined for the respective undertakings of the contracting parties." For what purposes and with what objects was such a section introduced into this and other Acts? Can anyone doubt that the main ones were to obviate the multiplicity of administrative bodies and to concentrate, so far as possible, the management and control of the several undertakings in the hands of a few authorities, thereby lessening expenditure and cost of transit, and avoiding possible interruptions to through traffic and facilitating inter-communication between the undertakings? In short, it confers, in very wide terms, powers which enable the undertakings of the various promoters to be worked in the manner best calculated to meet the public convenience and to secure traffic—that is, as one continuous undertaking, and not as a series of disjointed undertakings, each managed, worked, and controlled by a separate authority with no power outside the limits of its administrative area. In my opinion, the terms of the section are sufficiently wide to confer upon the defendant corporation authority to make the arrangement which is embodied in the licence of the 2nd of June, 1908, and the mere fact that the arrangement assumes the form of a revocable licence is not, in my view, material. So long as the licence remains in force and the licensees take the benefit of it, they are under contractual liability to pay the mileage charges thereby established, and I think I should be adopting an altogether too narrow construction were I to decide that the arrangement brought about by the document is not within the scope of the section. For similar reasons I think the terms of section 41 of the South Lancashire Tramways Act, 1903, authorize the arrangement on the part of the defendant company. I come, therefore, to the conclusion that the plaintiffs cannot succeed on the ground that the impeached transaction is one *ultra vires* of the defendants or either of them. The question remains whether its validity can be successfully assailed on the ground that it is a breach of the agreement of the 11th of April, 1902. In the absence of any express stipulation controlling the free exercise by the defendant corporation of the statutory power of granting the licence which I have held them to possess, I do not think I ought to imply any such restrictive stipulation. I hold, therefore, that there has been no breach of the agreement, and dismiss the action with costs.—COUNSEL, *P. O. Lawrence*, K.C., and *Harman; Jessel*, K.C., and *Austen-Cartmell; Clayton*, K.C., and *MacSwinney.* SOLICITORS, *Sharpe, Pritchard, & Co.*, for *E. Parkes*, Eccles; *Field, Roscoe, & Co.*, for *Ayrton, Radcliffe, & Wright*, Liverpool, and for *L. C. Evans*, Salford.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Bankruptcy Cases.

Re **MITCHELL.** *Ex parte* **COHEN.** Phillimore, J. 22nd Jan.

BANKRUPTCY—PRACTICE—JUDGMENT SUMMONS—DISCHARGE OF ORDER FOR PAYMENT BY INSTALMENTS ON APPLICATION BY CREDITOR—DEBTORS ACT, 1869 (32 & 33 VICT. C. 62), S. 5, SUB-SECTION 2.

A creditor who has obtained an order under the Debtors Act for payment of a judgment debt by instalments is entitled, on default in payment of the instalments, to have the order discharged in order to enable him to take other proceedings for the recovery of the debt.

Application by a judgment creditor for an order discharging an order for payment of the judgment debt by instalments. Judgment was obtained against the defendant by one Eden for £231 6s. 10d. on the 12th of November, 1907, and on the 28th of November, 1908. Bigham, J., made an order on a judgment summons for payment of the debt by instalments of £1 per month. Only two instalments were paid, after which Eden assigned the debt to S. Cohen, who was by order of the court substituted as plaintiff in the action in place of Eden. When eleven instalments under the order were in arrear Cohen served notice of motion upon Mitchell asking that the order for payment by instalments might be discharged, as Mitchell had failed to comply with the terms thereof. When served with the notice, Mitchell obtained £11, and tendered that sum to Cohen, who refused to accept it. There was no evidence that Mitchell had means. Cohen applied to have the order discharged in order that he might pursue such other remedies as would be open to him for obtaining payment of the debt. Counsel for the applicant contended that the court had power to rescind or vary its own order, and referred to *Re Ives, Ex parte Addington* (34 W. R. 593, 16 Q. B. D. 665, *per* Cave, J., at p. 669). Counsel for the debtor contended that the decision of Cave, J., was not approved in *Montgomery* v. *De Bulmes* (47 W. R. 22; 1898, 2 Q. B. 420), but it will be seen on examination of the latter case that the Court of Appeal only disapproved of certain *dicta* of Cave, J., on pp. 670, 671 of 16 Q. B. D.

PHILLIMORE, J., held that the creditor was entitled to have the order discharged in order to enable him to take proceedings to obtain payment in some other way, either by execution or bankruptcy. The order was discharged without costs.—COUNSEL, *F. Hinde; S. Moses.* SOLICITORS, *Tredgold & Narlian; J. W. Browne.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **GENTRY.** *Ex parte* **GENTRY.** Phillimore and Bucknill, JJ. 31st Jan.

BANKRUPTCY—PETITION BY SEVERAL CREDITORS—DISPUTE OF SOME OF THE DEBTS—STAY FOR TRIAL OF THE VALIDITY OF SUCH DEBTS—PAYMENTS BY DEBTOR INTO COURT OF SUCH DEBTS—RIGHT OF CREDITORS TO REFUSE SUCH PAYMENTS—BANKRUPTCY ACT, 1883 (46 AND 47 VICT. C. 52), S. 7, SUB-SECTION 5—BANKRUPTCY RULES, 1886-1890, R. 165—RIGHT TO PRESENT SECOND PETITION—NEGLECT BY CREDITORS TO APPEAR ON FIRST PETITION—BANKRUPTCY RULES, 1886-1890, R. 163.

Where proceedings on a petition are stayed under s. 7, sub-section 5 of the Bankruptcy Act, 1883, for the purpose of trying the validity of a disputed debt; if the validity of the debt be established, then the debtor is bound to pay the debt, and the creditor is bound to receive it, and discontinue proceedings on the petition, because he is entitled to receive and keep it without any risk of being called upon to refund it should the debtor be made bankrupt by other creditors.

Where creditors, being advised that they will not succeed on their petition, give notice of discontinuance of proceedings, and consent to the dismissal of their petition, they do not "neglect to appear" on the petition within the meaning of rule 163, and need not obtain the leave of the court before presenting a second petition.

Appeal against a receiving order made by the registrar of the county court of Norfolk, holden at Norwich. On the 11th of June, 1909, the debtor committed an act of bankruptcy by executing a deed of assignment for the benefit of his creditors. On the 6th of July a petition was presented by four creditors—viz., Bulmer for £30, the Gorleston Gas Company for £8 5s. 9d., Delf & Sons for £14 12s., and Buckle for £3 19s. 6d., making a total of £56 17s. 3d. The debtor paid the Gorleston Gas Company, who accepted the payment, and thus reduced the debt below £50. The solicitor to the petitioning creditors thereupon applied for leave to join two other creditors—viz., Reed for £4 3s. 6d., and Cook for £4 17s., so as to bring up the debt to £58 12s. On the 21st of July the registrar made an order, giving leave to add Reed and Cook. On the 28th of July the debtor gave notice of appeal against this order, and the creditors, being advised that the appeal was likely to succeed, gave notice on the 5th of August of discontinuance of proceedings under the petition, and when the petition came on for hearing on the 7th of August, the creditors' solicitor appeared, and consented to the petition being dismissed with costs. Upon the 19th of August a second petition was presented, Reed and Cook being joined as petitioning creditors. This petition came on for hearing on the 14th of September, when the debtor disputed the debts alleged to be due to Reed and Cook, and the registrar made an order under section 7, sub-section 5, of the Bankruptcy Act, 1883, staying all proceedings on the petition until the validity of those debts should be established, and required the debtor to give security in the sum of £15 for the payment of those debts, should their validity be established on trial. On the 17th of September Cook issued a plaint in the county court for £4 2s. and costs, making in all £4 17s. The debtor paid £2 11s. 6d. into court, and disputed the rest. The case came on for hearing on the 5th of October, when the judge allowed Cook to amend his claim by adding a further amount of £1 5s. Judgment was given for £1 19s. 6d., or 12s. less than the amount paid into court. Reed issued a plaint on the 18th of October for £4 3s. 6d. and costs, making in all £4 13s. 6d., and the debtor paid the whole of this amount into court on the 5th of November. The petition then came on again for hearing, neither Reed nor Cook having taken out of court the amounts paid in, in satisfaction of their claims, and the registrar made a receiving order on the 18th of November, from which this appeal was brought. Counsel for the appellant contended, firstly, that the creditors had no right to present a second petition without the leave of the court, because by consenting to the dismissal of the first petition they had "neglected to appear" on the same within the meaning of rule 163 of the Bankruptcy Rules, 1886-1890. Secondly, he contended that by the payments into court in the actions brought by Reed and Cook their debts had been satisfied, and the petitioning creditors' debt had been reduced below £50. Counsel for the respondent was not called upon on the first point, but contended on the second that Reed and Cook were not bound to accept payment of their debts, because they were made with the debtor's money, and if he were made bankrupt by other creditors they would have to refund the money, as they took it with notice of an act of bankruptcy: *Ex parte Boss, Re Whalley* (22 W. R. 702. 18 Eq. 375) and *Ex parte Lowe, Re Lowe* (38 W. R. 560, 7 Morr. 25).

PHILLIMORE, J., held, as to the first point, that it was not necessary for the creditors to get leave to present the second petition under rule 163, because they had not "neglected to appear" on the petition within the meaning of that rule. The object of that rule was to prevent a creditor playing fast and loose with the court or making a hearing futile by not appearing to give evidence. If he behave like that he is not, without showing good excuse, to be allowed to present a second petition. Here no such mischief was done, for the creditors, being advised that their petition could not succeed, gave notice of discontinuance, and appeared by their solicitor and consented to the dismissal of the petition. They did not appear to give evidence because they were not wanted. On the second point, his lordship held that the debtor was entitled to succeed. It was true that a creditor cannot be compelled to take payment of his debt where there is any risk of his having to refund it, while, on the other hand, he may take it if he cares to run the risk. This case brought up a new point as to the effect of payments to a creditor under section 7, sub-section 5, as to which there is no reported case, but Mr. Registrar Brougham said the same way in which the court now proposed to decide it. On examining the procedure under section 7, subsection 5, it appeared that the debtor had to give security "for payment to the petitioner of any debt which may be established against him in due course of law." That being so, where a debt was established against him the debtor became under a duty to pay the petitioner, and the petitioner became entitled to receive it, and could not say that he would not receive it, but would proceed with his petition, because, in the opinion of the court, he was entitled both to receive and to keep it. It was a special provision, and not altogether symmetrical with the rest of the bankruptcy law, but the effect of procedure under this provision was that when the validity of the debt was established the debtor was bound to pay it, and the creditor could receive and keep it.

BUCKNILL, J., concurred. Appeal allowed, with costs.—COUNSEL, *F. Dodd; F. Mellor.* SOLICITORS, *Tatham, Oblein, & Nash; Morris & Bristow*; for *Harmer, Ruddock, & Co.*, Norwich.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

HOWE *v.* **HOWE AND HOWE (THE KING'S PROCTOR SHEWING CAUSE).** Bigham, P. 26th and 27th Jan.

DIVORCE—DECREE NISI—KING'S PROCTOR'S INTERVENTION—DISMISSED—COSTS.

Where the court was of opinion that an intervention by the King's Proctor was not justified, it condemned the intervener in costs.

Intervention by the King's Proctor to shew cause why the decree *nisi* dissolving the marriage of the petitioner, John Thomas Howe, and his wife, Kate Elise Howe, on account of her adultery with his brother, William James Howe, should not be made absolute. The King's Proctor alleged against the petitioner the suppression of material facts, connivance, and conduct conducing; but, having heard the evidence,

BIGHAM, P., dismissed the intervention.

For the intervener it was submitted (1) that the King's Proctor should not be condemned in costs, as he only intervened on the direction of the Attorney-General, and that at the present time two cases, *Higgins* v. *Higgins and Miwor* (1910, P. 1) and *Carter* v. *Carter* (54 SOLICITORS' JOURNAL, 102; 1910, P. 4), were under appeal, and (2) that if the court was against this contention, counsel submitted that no order should be made until the Court of Appeal had decided the two cases referred to.

BIGHAM, P., said that, in his opinion the intervention was not

justifiable, the evidence not being nearly strong enough. In the case of *Higgins* v. *Higgins and Minor* (*supra*), which he had recently decided, strong suspicion had justified the intervention. In the present case he would not interfere with the ordinary rule, accordingly the intervention must be dismissed with costs. Leave to appeal was refused.—COUNSEL, *J. H. Murphy* and *V. Russell*; *H. D'Egville* and *D. Cotes-Preedy*. SOLICITORS, *The King's Proctor*; *Lewis, Barnes, & Co.*

[Reported by M. WIMPFHEIMER, Barrister-at-Law.]

Societies.

The Law Society.

SPECIAL GENERAL MEETING.

A special general meeting of the Law Society was held on Friday, the 28th ult., at the society's hall, Chancery-lane, the PRESIDENT (Mr. Wm. Howard Winterbotham) taking the chair. The following were among those present: Mr. Henry James Johnson (vice-president), Mr. Charles Mylne Barker, Mr. James Samuel Beale, Mr. Thomas William Bischoff, Mr. John James Dumville Botterell, Mr. John Wreford Budd, Mr. Alfred Henry Coley (Birmingham), Sir Homewood Crawford, Mr. Frank Dawes, Mr. Robert William Dibdin, Mr. Walter Dowson, Mr. Samuel Garrett, M.A., Mr. Herbert Gibson, Mr. Charles Goddard, Mr. Henry Manisty, Mr. Robert Chancellor Nesbitt, Mr. Ernest Fitzjohn Oldham, Mr. Thomas Rawle, Sir Albert Kaye Rollit, B.A., LL.D., D.C.L., Mr. Charles Leopold Samson, Mr. William Arthur Sharpe, Mr. Richard Stephens Taylor, Mr. Walter Trower, and Mr. William Melmoth Walters, members of the Council; Mr. Thomas Eggar (Brighton), Mr. Charles Elton Longmore (Hertford), and Mr. Robert Pybus (Newcastle-on-Tyne), extraordinary members; also Mr. S. P. B. Bucknill (secretary), and E. R. Cook (assistant secretary).

PRESIDENT'S OPENING REMARKS—SUPPLEMENTARY CHARTER.

The PRESIDENT said there were one or two matters which he wished to refer to before the business on the agenda was taken. The first was with regard to the supplementary charter. That would be found in the Law Society's Gazette, and, as members would recollect, there were two material provisions in it. One was the arrangement by which it was permitted to the society to provide that three retiring members of the council should be ineligible for re-election for a period not exceeding twelve months. The council had in hand the necessary bye-laws to carry out that proposal, and they would be brought up to a general meeting in due course, but, of course, the alteration did not come into operation until July next. The meeting would recollect that last July, although the charter had not been obtained, the arrangement suggested by the resolution was duly carried out by three members retiring and not offering themselves for re-election.

BUSINESS IN THE KING'S BENCH DIVISION.

There were one or two notices on the paper of business with regard to very important matters, dealing with the conduct of business in civil cases in the King's Bench Division, both in London and the provinces. That was a very large subject, which had been under the consideration of Judicature Commissions since 1869. It had been under consideration by the society at provincial meetings and by the council, and reports had been made on various points, especially with regard to the circuit system, during the last twelve years—he could not say how much further back, because he had not searched. But the questions that were raised by these matters and which had been discussed by various bodies were really very numerous and very complicated and very important, and the only reason he was mentioning this was that the resolutions which Mr. Chandler and Mr. Ford had given notice of raised two single points with regard to this subject, and they involved a good deal more than the matters to which they actually related. The points raised were numerous: the arrangements for trial of actions in London, getting rid of arrears in special jury and common jury lists, trial of civil cases in the provinces. These, again, raised the question of the increase in the number of the judges and whether it should be temporary or permanent, reforms in the dealing with London and provincial business and questions of the concentration of civil business at the assizes, and whether there should be a centralization of criminal business. In March of last year a committee was appointed, which was commonly known as Lord Gorell's Committee, he being the chairman, to inquire into certain matters of county court procedure. That seemed an innocent and simple subject, but when they came to make their report and take their evidence they dealt with the question of the business in the King's Bench Division, and if the members of the society had not read their report they would do well to do so. He was not expressing any opinion on these very important questions, but was merely indicating that all these questions arose. And in that report they dealt with the whole question.

COUNTY COURTS' JURISDICTION.

The question of the further extension of the jurisdiction of the county courts, the concentration of the county court business, was a most important matter. It included several important questions, such as the vexed question of audience between the two branches of the profession, and the question of extending divorce jurisdiction to county courts. All these questions were raised, and were now being considered. Not only had they been reported upon by the Judicature Commission, by the councils of the judges, and by the Law Society, but they had been considered at the society's provincial meetings and by the council, and many reports had been published upon the subject. At the provincial meeting at Newcastle last year he had ventured to refer to the subject in his address, and a very interesting paper had been read by Mr. Marshall, the vice-president of the Newcastle society, and the question was discussed very fully, and recommendations were made to the council. The council had since had the matter again under consideration. Then there was a joint committee of the two Houses appointed to consider the question. They took evidence, and he had had to give evidence before them. That joint committee made a report, to which Mr. Ford referred in the motion of which he had given notice, and he did not want in any way to anticipate anything which might be said, but that report, which was a very short one, he must refer to because he might say it "hedged," or rather, avoided dealing with, the main question. The committee resolved that there were arrears, and that those arrears ought to be cleared up.

ADDITIONAL JUDGES.

And they determined that it would be better not to appoint commissioners, but judges, to deal with them. They therefore recommended the appointment of two additional judges.

Mr. CHAS. FORD: Was that unanimous?

The PRESIDENT said that the whole report read to him as a compromise between persons who were anxious not to differ. The committee there suggested the appointment of these two judges, but made this important reservation. They recommended the addition of two judges at once, but that they were not to be permanent unless after further experience Parliament should so decide. They therefore recommended that the provision of these two judges should be made in the first instance on the footing that vacancies subsequently occurring should remain unfilled, unless the express sanction of Parliament was given, until the present establishment was again reached. They recommended that certain reforms which had been suggested to them for the better organisation of business in London and on circuit should be considered with a view to such of them as were found practicable and desirable being carried into effect. In other words, they recommended the appointment of two judges to clear off arrears, but they adjourned the question as to whether they were to be permanent or temporary, and left open the question of whether the reforms suggested in the circuit system, the hearing of trials in London, and so on, were practicable and desirable. The council was still considering the matter, and his own opinion was that they would feel it necessary and desirable to consult the country law societies and the associated provincial law societies, on these matters, which very seriously—particularly the county courts and the question of the circuit system—affected them, and the council would deal very fully, he hoped, with the whole of these question. In the meantime he was anxious that nothing should be done in that hall to hamper the action of the council in dealing with the wide and general question which was raised. He had merely indicated the points, and he hoped the meeting would observe that he had not expressed the slightest personal opinion upon these matters, which were of the very utmost consequence to the profession. The proper conduct of work in the King's Bench Division, and why the work on circuit and generally in the King's Bench Division had diminished, whether the diminution was due to litigants being dissatisfied, or whether to the cases arising in the county courts, or to any other causes, were questions which he hoped would be dealt with very fully.

APPOINTMENT OF COMMISSIONERS.

He could assure the meeting that these questions were being considered with great care, and, while he had no feeling for himself with regard to the resolution, it was perhaps necessary to point out that the committee had strongly recommended that commissioners should not be appointed to deal with these cases, but that they should be dealt with by the judges. No one was going to say that Mr. Avory did not admirably fill the position he occupied. He did his work exceedingly well. It was not intended by the resolution to pass a personal compliment, but simply to state that the system met with the approval of the society. That was the resolution, and it was inconsistent with the proposal of Mr. Ford that there should be more judges. With regard to Mr. Ford's resolution, if the meeting merely passed such a resolution they would go rather beyond the report of the joint committee of the two Houses, because he thought it was very important that they should not sit down and rest satisfied with the appointment of two additional judges without dealing with this very important question of the reform of the circuit system and the dealing with the other questions which had been raised. He was only anxious that nothing should be done at that meeting which would be a final dealing with the question and hamper further action in the matter.

HOUSE DINNERS.

There was a further resolution with regard to house dinners. He did not think that the council or anyone else objected to anybody dining—certainly not the members of the society—and meeting together in this way. Personally, he hoped they would not ask him to discuss matters which affected the interest of the profession at their dinners. But they might prefer to mix the two matters, and the council had not the slightest objection to that. He did not think it would be necessary to appoint a committee to deal with the subject. If there were any

large number of members of the society who would like to meet at the society's hall—he need hardly say, paying their own expenses—if any considerable number would like to meet in that way, and they would make their wants known in the matter to the secretary, there was a house committee, of which Mr. Taylor was the chairman, in the luncheon room, and that committee would be able to deal with any such request, and would meet the wishes of the members so far as it was possible.

COMMISSIONERS IN CIVIL CASES.

Mr. H. WILLS CHANDLER (London) moved, in accordance with notice: "That the system under which Mr. Avory, K.C., has recently sat in London as a commissioner in civil cases meets with the approval of this society." He said he desired to express approval of the appointment of Mr. Avory as a commissioner in civil cases in London. He was not aware that at the time of this appointment, or during the time it was sitting, any serious objection was raised to his appointment, or to the manner in which he performed his duties, which, of course, he did admirably. The only objection he had heard was one made subsequently by Sir Edward Carson, and it applied generally to the principle of appointment. It was that it was inadvisable to take a man from the Bar, where he was pleading a case one day, and put him on the bench to adjudicate on cases argued by his professional brethren on the next day. He had had no experience of any case before Mr. Avory, but he had had experience of the appointment of commissioners in the country, and he had not found that that objection had at all arisen in any case that had come under his notice, because the commissioners appointed on the Western Circuit had certainly not been taken from the Circuit Bar, but had rather been well-known London men, and if they had not been appointed, probably they would not have been seen on that circuit at all. He believed that on every occasion when a man had been appointed as a commissioner he had given the greatest satisfaction to the county of Hampshire. He had a curious confirmation of that one day. It was the opening of the Winchester Assizes. He went down with a party of farmers, and they were discussing the relative merits of the judge of the High Court sitting in one court, and of the commissioner sitting in the Nisi Prius Court. They were unanimous in saying the commissioner was the more able man. That was an opinion he fully agreed with. It had been his experience upon every occasion that the commissioner appointed at Winchester was, to say the least, as able a man, and in many cases more able, than the High Court judge sitting in the other court. Therefore, he did not think they, who were charged to do the best for the public in litigation, would pay too much regard to opinions which were expressed by leaders of the bar, who might look upon the matter rather from another standpoint. If he might continue to speak on behalf of his country brethren in endeavouring to answer the question why there was a diminishing of the King's Bench business in circuit work and work in London, he would say, from what he had heard others say, and members of the public, that it was due to three causes. First, the costs being disproportionate to the amount involved; second, being kept waiting on circuit or at London to come on, notwithstanding that the case was in the paper; and third, that the case was not always taken before an able man—one in whom they had the greatest confidence. It appeared to him that by the selection of temporary judges to take the business on circuit or in London there would be a great step in advance, and therefore he welcomed the appointment of Mr. Avory when he saw that the Lord Chancellor had made it. He agreed with the committee which had so recently reported that two additional judges should be appointed, whether they were appointed permanently or for a year or two, as appeared to be the idea of the members of the committee, to clear off the arrears. But the appointment of two judges of that description to sit every day would not meet the second and most serious of the objections of country clients if they were to be kept waiting for cases to come on. The only method by which that objection could absolutely be met, and a guarantee given that a case at the head of the list should come on on the day when it was first in the list, would be to have a sufficient number of permanent judges in waiting. That was a suggestion the Chancellor of the Exchequer would object to, because it would keep the judges waiting with nothing to do, and their valuable time would be wasted. Another scheme would be the calling in about midday of temporary judges on the rota; and that might guarantee that a case would be heard the first day it was in the paper, and it would also not be necessary to pay for more than the time employed. Further, there was another aspect about the appointment of temporary judges. You would have before you a certain number of men who had been tested. It would be easy enough to drop a man who proved himself a failure; it was absolutely impossible under the present system to drop a permanent man who was a failure. All the members of the profession were, he thought, acquainted with the fact that there had been men appointed as permanent judges in the past who had possibly been not up to the mark. It was impossible to drop them, but under the system of temporary judges there would be none but picked men, and if the permanent judges were appointed from the temporary judges, it would immensely strengthen the judicature. And that was a subject in which they were all interested. And therefore he ventured to think that the Lord Chancellor, in appointing Mr. Avory as a temporary judge, although he had not gone so far in the same way as he should like to see—he should like to see the principle extended—had done something, and had gone nearer to meeting the difficulty than any Lord Chancellor had done for a great number of years.

Mr. DREW (London) seconded the motion.

Mr. F. WALKER (London) said he felt it would be desirable in discussing the question of principle which had been raised by the mover of the resolution, if it could have been placed before the meeting without associating it definitely with the name of Mr. Avory, or any other commissioner who might have served the country and the profession well. On the broad question as to whether it was best to have a certain number of journeymen judges who would be, as it were, on trial, he was aware that there might be a good deal to be said in its favour. It was a somewhat startling proposition, and one which he thought would require very careful consideration, not merely at a meeting of the society such as this, with a small attendance, but also at one, if not more, of the general meetings, where perhaps they might have the advantage of a larger number of members attending. But it must be borne in mind that although this country might not have much experience of such matters, they had the advantage to some extent of the experience of our friends in America. They knew that there for many years it was the custom—to what extent it had been modified by modern legislation he would not go into at the moment—for everybody to go out whenever an Administration went out, from the judges down to the ratcatchers, he believed. They all went out, and the consequence was that a large number of these judges went back to the Bar. It was quite common there to find judge so-and-so on one side, judge somebody else on the other, and both pleading before judge No. 3 on the Bench. And he was bound to admit to the mover of the resolution that he had known cases where convenience had arisen. He remembered a case in which his friends were a little nervous, and they, in consultation with their leader, asked that leader whether he thought they would pull it off. "Well," he said, "I think you have a good case, and my son is the judge who is going to hear it." As a matter of convenience, it was often arranged there that one member of a large firm was on the democratic side and another on the other—the Republican—so that when one party was in A. came on, and when the other was in B. came on, and they were always in that position that they were on terms of familiarity and intimacy and of considerable comfort in regard to the judge trying the case. But it would not be wise to rely on these domestic conveniences. Whether they were for the benefit of the country as a whole was a broader question, on which he "had his doots." He was afraid they must admit that there was a certain amount of truth in what the mover of the resolution had said, that they did occasionally get upon the bench those who did not give quite as much satisfaction as might have been expected, and then there were, of course, men put upon the bench who turned out a great deal better than had been expected. But would that be got over by the suggestion of the mover of the resolution? It must always be borne in mind that the temporary judges would be on their best behaviour while they were on trial, and it did not always necessarily follow that the same man who in three or four or five cases gave great satisfaction—to one party, at all events—was going to give entire satisfaction when he became a permanent judge. It had been said that there were three phases in the career of a judge—when first appointed, the judge was in the most awful fright of giving wrong decisions; the second phase was that he was perfectly convinced that he was absolutely right on all occasions; and the third phase was when he did not care a dump whether he was right or wrong. Whether that would be arrived at on the journeyman judge system he did not know, but he thought it was exceedingly probable that the bulk would never get beyond the first phase, and that was the phase in which they would do their very best. Personally, he had listened with interest to the resolution, that had been moved with conspicuous ability, with moderation, and, he thought, with a certain degree of undoubted force. But he did not wish the mover to make a mistake. He did not think it was due to any want of ability on his part, and he was grateful to him for giving the meeting an opportunity of ventilating the matter, but he did not think that he had made out his case.

The PRESIDENT, in putting the motion, said he wanted particularly to call attention to the fact that it was the system that met with approval, because the meeting was not dealing with Mr. Avory.

The motion was negatived.

ADDITIONAL JUDGES.

Mr. FORD moved, in accordance with notice: "That this meeting observes with great satisfaction the unanimous recommendation of the Joint Committee of the Upper and Lower Houses of Parliament, that two additional judges ought to be at once appointed to the King's Bench Division; and this meeting trusts that such additions to the Bench of the High Court, which have been so urgently needed for so long a time, will not be delayed." He said he was rather sorry that the president had not adhered to the well-known rule applicable to all public meetings of public or professional men—namely, that the chairman, desiring to act impartially, was careful not to make any reference by way of anticipation to any motion which stood on the paper for discussion by those present. He had had to make a strong protest to that effect twenty years ago, and he was happy to say that during recent years the chairmen had carefully avoided that mistake. The report of the joint committee of Lords and Commons appointed to consider the question of the congestion of business in the High Court recommended the immediate addition of two judges to the King's Bench Division, but did not suggest that the appointments should be permanent unless after further experience Parliament should so decide. Witnesses were examined, amongst whom were, he understood, the president, though the meeting had no information as to the evidence he gave, and the report said the committee had given much consideration to the subject referred to them, and they had unanimously come to

certain resolutions, which had been made public. All who were in practice as solicitors must know the urgent necessity for the appointment of additional judges. He believed he was right in saying that the judges were unanimously in favour of the appointment of two more judges. Amongst the witnesses examined before the committee was the Lord Chief Justice, and he said that he was expressing the considered opinion of all the King's Bench judges when he declared that an increase was necessary. There was one discordant voice—that of the Lord Chancellor—but they must remember as men of affairs that the Lord Chancellor went to the committee as the mouthpiece of the Government, and the mouthpiece of a Government which went into office declaring that there had been gross waste in expenditure on the part of the Unionists, and that they were determined to put down expenditure on every side—the Army, the Navy, and justice. The Lord Chancellor was a member of a Government pledged as far as possible to prevent additional expenditure, and therefore he had to prevent the expenditure necessary for the appointment of these two additional judges. But the Lord Chancellor had not explained, so far as he knew, that the addition of these two judges would bring in an increased revenue with regard to the court fees, and that the whole expenditure would be met in this way. But if it was not met in that way the time had arrived when something must be done, and he said with the greatest deference to the council that the meeting should take an independent view of the matter.

Mr. F. ARMITAGE (London) seconded the motion. He said that the subject had been discussed over and over again in the legal papers, and those who had read Sir John Hollams' book, "Jottings of an Old Solicitor," would remember he was talking of a time when the judges sat for a much greater number of hours. It was true there were eighteen judges at that time, and there was no reason when the work had so much increased why there should not still be eighteen judges. He had asked Mr. Chandler privately, and he would like to ask again if there was a time when a commissioner was appointed to try cases in London. Mr. Chandler's recollection was that Mr. Avory, twelve months ago, was appointed to try cases in London. He (Mr. Armitage) could not remember it. He remembered the appointment of commissioners, but always to try cases in the country.

Mr. MAW (London) said that in his opinion great part of the difficulty was due to the action of the Lord Chief Justice. He desired most emphatically to protest against his action in stating that Divisional Courts should consist of three judges instead of two, as had been the case heretofore. It took away from his work one of the judges who were rightly engaged in doing useful work in the King's Bench for the purpose of trying insignificant cases of appeals from county courts and justices. He hoped the meeting would endorse his protest against the action of the Lord Chief Justice in this matter. There was an instance recently where the Divisional Court of three judges sat to determine a case where someone sold a shilling bottle of blood purifier without having put the inland revenue stamp upon it.

Mr. ARMITAGE stated that he did not wish to be misunderstood. The Lord Chief Justice said that where there was an appeal from the criminal point—that was, *quasi* criminal—there should be three judges; but where there was a case from the county court there should be only two.

Mr. E. J. TRUSTRAM said he hoped it would not go forth to the world that the society disapproved of three judges sitting as a Divisional Court. Speaking for himself, it had been found satisfactory to all of them who practised in the courts.

Mr. W. A. SHARPE (London), a member of the council, said that possibly the resolution he was proposing would meet with the approval of the meeting. It was that the resolution should be limited to the approval of the report of the Select Committee, which had already been published. Surely at the present moment it was not desirable to express a final opinion, as Mr. Ford proposed, in favour of two judges being permanently appointed. The recommendation of the committee was that two judges should be appointed, but they did not recommend that this addition should be permanent except if, after further experience, Parliament should so decide.

Mr. FORD : I accept that with pleasure.

Mr. SHARPE said they could approve the report so far as it went; it was a step in advance. The committee went on to recommend that in the meantime certain reforms which they suggest for the better organisation of business should be carried out.

The PRESIDENT said that he had not expressed an opinion in his remarks. He had very carefully avoided doing so. But he did think that Mr. Ford's resolution might be misunderstood, because he had taken out a passage in the report, and said he viewed it with satisfaction, whereas the satisfaction with which some of them viewed it depended a great deal on what came afterwards. He thought that if Mr. Ford accepted the proposition of Mr. Sharpe——

Mr. FORD : I do.

The PRESIDENT said he hoped he had done nothing exceedingly wrong in making his remarks at the opening of the meeting, because if he had it was the fault of the society in having elected a president with independent views of his own. He thought the meeting might accept the motion in the form "That the report of the joint committee meets with the approval of the society."

Sir ALBERT ROLLIT (London), a member of the council, said that before that was put he thought the meeting should be a little careful in adopting the whole report of the committee, about the particular contents of which they might not at the moment be quite familiar. He said that because, while it might be necessary to appoint two judges, there might be several alternatives, of which some of them might approve. Personally, he felt strongly that a wider extension of the county courts jurisdiction, as recommended by the chambers of commerce and others, was at any rate an arguable alternative to the strengthening of the King's Bench Division, and if one went into the reasons why two additional judges were considered necessary it would involve a large amount of discussion, some of it perhaps of a personal character, and the consideration of several elements in addition to those put before the meeting. His remembrance of the reforms relating to this subject were numerous, and that they all dealt more or less directly or indirectly with the subject of county court jurisdiction, and if the meeting accepted bodily the report of the committee, without expressing its application in that direction, he thought it would be giving endorsement to some expressions of opinion, at any rate in the report, which might not be perfectly acceptable to many of the members of the society or of the profession. Personally, he had the strongest feeling that both from the point of view of the administration of justice inexpensively, and without delay, and of the education of the profession, for which purpose he considered advocacy a most desirable element, and also because from another side of the profession the work of the profession was being withdrawn—possibly it might be in the public interest, at any rate, in some cases—that the jurisdiction of the county courts should be extended. Contentious work would never be eradicated so long as human nature was what it is, and they had better keep carefully in their own hands the right of audience, the right of advocacy which he believed to be most essential in the ultimate interest of the profession. Therefore, he very earnestly suggested, knowing as he did that all these reports had an indirect, and in some cases a direct, bearing upon that very question on which he had been speaking, they should be very careful in endorsing the report of a committee in which there were both judicial and extra judicial expressions which would militate against the view he took that at any rate the extension of county court jurisdiction, together with the maintenance, whatever the extension was, of the right of audience as a profession, should be the position they should rigidly keep and maintain. Therefore, he thought the meeting should not adopt the motion.

Mr. R. W. DIBDIN (London), a member of the council, asked Sir Albert Rollit to point out any clauses in the report of the committee which would have the detrimental effect that he supposed.

Sir ALBERT ROLLIT said there were several, but he could not tax his memory to point them all out. Many of these reports were made in a way which he should think prejudicial to, and which might endanger, the right of audience.

Mr. WALKER said he thought they were rather wandering away from the discussion. When Sir Albert Rollit was prepared to put on the paper of business a motion in favour of the extension of county court jurisdiction, he should have much pleasure in attending and offering a few remarks. As a man who had practised in the county courts for about a quarter of a century before he came back to London, he might perhaps be able to place some experiences before his fellow members which would be interesting, and which would shew that on the question of extending the jurisdiction of the county courts, the first thing to be considered was not so much the privileges of audience of the profession as it was the administration of justice.

Sir ALBERT ROLLIT : So I do.

Mr. WALKER said he thought the meeting might get into a very wide discussion if they wandered from what was before them into this matter, unless the joint report they were asked to endorse definitely and specifically dealt with the question of county courts and county court jurisdiction.

Mr. FORD : It has nothing to do with the subject.

Mr. WALKER said that if it did, Sir Albert Rollit would be in order, but if it did not, the meeting ought not to allow itself to be led away from the actual discussion for which the meeting was convened. He asked the meeting to support, as proposed by the resolution, the very reasonable proposal which had come from the other side, and that they should confine themselves to supporting that particular resolution which they had before them, not in the smallest degree or with the slightest intention of prejudicing or disagreeing with Sir Albert Rollit's views, but because that particular matter which they supported had really nothing to do with county court jurisdiction.

Sir ALBERT ROLLIT moved to proceed to the next business. He said that as the one who took the chief part in conjunction with the society in getting the Act of 1893 ——

Mr. FORD rose to a point of order. Sir Albert Rollit had already addressed the meeting, and could not speak again.

The PRESIDENT said that Sir Albert Rollit wished to put himself in order by making a motion. He had understood that Sir Albert got up for that purpose. He ruled that, having made his remarks without concluding with a motion, he had risen again to correct his mistake, and he thought he was perfectly regular in so doing.

Mr. ROBERT PYBUS (Newcastle-on-Tyne), an extraordinary member of the council, seconded the motion.

The motion to proceed to the next business was adopted by 19 votes to 15.

HOUSE DINNERS.

Mr. E. J. TRUSTRAM had given notice to move "That the council be requested to arrange facilities for monthly house dinners of members of the society (except in August), with the object of discussing matters affecting the interests of the profession, and that a mixed committee, consisting of members of both the council and the society, be appointed

to make the necessary arrangements." He said that after the very kind way in which the President had suggested that the object of the resolution would perhaps be attained in a different way to passing it at the meeting, he did not wish to move it.

The motion was then withdrawn.

LAW SOCIETY'S GAZETTE.

Mr. FORD had given notice to move "That as regards the Law Society's *Gazette* it is an instruction to the council not in future to open the pages of this publication to outside advertisements for business purposes," but upon being called upon to do so, he said that he was so disgusted with the way in which the meeting had proceeded, that he should decline to make the motion.

Society of Public Teachers of Law.

The following gentlemen have, on the invitation of the general committee of this newly-founded society, accepted nomination as the first honorary members of the society, under the provisions of rule 6, by which persons who have rendered distinguished services to the cause of legal education are eligible in that capacity. The number of honorary members is limited to twenty; and, in the future, not more than two may be elected in any year. The lamented death of Professor J. B. Ames, of Harvard, prevented the despatch of a formal acceptance in his case.

Sir William Anson, Bart., M.P. (Oxford).
Right Hon. H. H. Asquith, M.P. (Prime Minister).
Professor Justizrat Heinrich Brunner (Berlin).
Right Hon. James Bryce, C.M. (British Ambassador to U.S.A.).
Professor P. F. Girard (Paris).
Mr. Justice Oliver Wendell Holmes (Supreme Court, U.S.A.).
Right Hon. Lord Macnaghten (Chairman of Council of Legal Education).
Sir William Markby, K.C.I.E. (Oxford).
Right Hon. Chief Baron Palles (Dublin).
Sir Frederick Pollock, Bart. (Cambridge).
Professor John Rankine, K.C. (Edinburgh).

Law Students' Journal.

Gray's-inn.

The Arden Scholarship (1910) has been divided between Arthur Eric Keuneman and William Trevor Watson, students of Gray's Inn.

Practising English Lawyers Elected Members of the New Parliament.

(As announced up to Thursday morning.)

BARRISTERS.

ADKINS, W. R. D., Midland Circuit.
ATHERLEY-JONES, L., K.C., North-Eastern Circuit.
ATTENBOROUGH, W. A., Midland Circuit.
BAKER, H. T., Western Circuit.
BARCLAY, Sir THOMAS, International Lawyer.
BATHURST, C., Chancery Bar, Oxford Circuit.
BEALE, W. P., K.C., Chancery Bar.
BOLAND, J. P., Chancery Bar.
BUTCHER, J. G., K.C., Chancery Bar.
CARSON, Sir E.
CAVE, G., K.C., Chancery Bar.
CAWLEY, H. T., Northern Circuit.
CLELAND, J. W.
COLEFAX, A., North-Eastern Circuit.
CRAIG, H. J., North-Eastern Circuit.
CRAIG, N. C., K.C., North-Eastern Circuit.
CRIPPS, Sir C. A., K.C., Midland Circuit.
DICKINSON, W. H., Parliamentary Draftsman.
DUKE, H. E., K.C., Western Circuit.
EVANS, Sir S., Solicitor-General.
GREENWOOD, G. G., Western Circuit.
GRIFFITHS, ELLIS J., North Wales Circuit.
GOULDING, E. A., Midland Circuit.
GWYNNE, R. S., Parliamentary Draftsman and South-Eastern Circuit.
HEMMERDE, E. G., K.C., Northern Circuit.
HOHLER, G. F., K.C., South-Eastern Circuit.
HALL, E. M., K.C., South-Eastern Circuit.
HUME-WILLIAMS, K.C., South-Eastern Circuit.
ILLINGWORTH, P. H., North-Eastern Circuit.
ISAACS, R., K.C.
JONES, Sir D. BRYNMOR, South Wales Circuit.
KINLOCH-COOKE, Sir C., Oxford Circuit.
LOW, Sir FREDK., K.C., South-Eastern Circuit.
LYTTELTON, A., K.C., Oxford Circuit.
MACMASTER, D., K.C.
MARTIN, J., K.C., Judicial Committee.
MCCURDY, C. A., Midland Circuit.
MORGAN, G. H.
MORGAN, J. LLOYD, K.C., South Wales Circuit.
NIELD, H., North-Eastern Circuit.
O'CONNOR, J., Western Circuit.
PICKERSGILL, E. H., London Sessions, Lord Mayor's Court.
POLLARD, Sir G. H., Northern Circuit.
POLLOCK, E. M., K.C., South-Eastern Circuit.
PRINGLE, W. M. R.
RAWLINSON, J. F. P., K.C., South-Eastern Circuit.
REMNANT, JAMES FARQUHAR.
ROBSON, Sir W. S., K.C., Attorney-General.
SALTER, A. C., K.C., Western Circuit.
SANDERSON, L., K.C., Northern Circuit.
SHORTT, E., North-Eastern Circuit.
SIMON, J. A., K.C., Western Circuit.
SMITH, F. E., K.C., Northern Circuit.
STAVELEY-HILL, H., Oxford Circuit.
TERRELL, H., K.C., South Wales Circuit.
THOMAS, ABEL, K.C., South Wales Circuit.
TOBIN, A. S., K.C., Northern Circuit.
VERNEY, F., Midland Circuit.
WARD, A. S., Midland Circuit.
WASON, E., Northern Circuit.
WHITE, J. D., South Wales Circuit.
WILLIAMS, W. L., South Wales and Chester Circuit.
WORTLEY, the Rt. Hon. C. B. S., K.C., Northern Circuit.
YERBURGH, R. A., Northern Circuit.

SOLICITORS.

BULL, Sir W. J. (Bull & Bull), Essex-street, Strand, London.
DAVIES, ELLIS W. (Ellis Davies, Jones & Jones), Carnarvon.
DUNN, A. E. (Dunn & Baker), Exeter.
EVANS, L. W. (Worthington, Evans, Dauney, & Co.)
HAYWARD, E. (Hayward & Hayward), West Hartlepool.
HOOPER, A. G. (Hoopers, Tanfield, & Fairbairn), Birmingham.
HILLS, J. W. (Hills, Godfrey, & Halsey), 23, Queen Anne's-gate, Westminster.
HINDLE, F. G. (Hindle & Son), Darwen.
LLOYD GEORGE, Rt. Hon. D. (Lloyd George, Roberts, & Co.), London.
MIDDLEBROOK, W. (Scatcherd & Co.), Leeds.
RADFORD, G. H. (Radford & Franklin), Chancery-lane, London.
RENDELL, A., Yeovil.
RUTHERFORD, W. W. (Rutherfords), Liverpool and London.
THORNE, G. R. (G. R. Thorne & Haslam), Wolverhampton.
WHITE, Sir LUKE, Driffield.

Legal News.

Appointments.

MR. GARDNER TYNDALL, of the firm of Tyndall & Co., solicitors, of 95, Colmore-row, Birmingham, has been appointed (1) a Commissioner of the High Court of Judicature, Fort William, in Bengal, to take affidavits, &c., and also to take acknowledgments of married women in respect of property in India. The Commission is dated the 15th of October, 1909. (2) A Commissioner of the High Court of Judicature, Madras, to take affidavits, and also to take the acknowledgments of married women in respect of property in India. The Commission is dated the 16th of December, 1909. (3) A Commissioner of the High Court of Judicature, Bombay, to take affidavits and examine witnesses for the said court. The Commission is dated the 1st of November, 1909. (4) A Commissioner of the High Court of Judicature for the North-West Provinces of India, to take affidavits, &c., and also to take the acknowledgments of married women in respect of property in India. This Commission is dated the 1st of November, 1909.

MR. T. C. HEDDERWICK, barrister-at-law, has been appointed a Metropolitan police magistrate, in the place of Mr. R. O. B. Lane, K.C., who has resigned on account of ill-health. Mr. Hedderwick was called to the Bar in 1876.

MR. HORACE MARSHALL, barrister-at-law, has been appointed a second stipendiary magistrate for the city of Leeds. Mr. Marshall was called to the Bar in 1894.

Changes in Partnerships.

Dissolution.

ALFRED HOWARD BURGESS, FREDERICK POCHIN, GEORGE ARCHIBALD TOLLER, and WILLIAM MASSEY, solicitors (Toller, Burgess, Pochin & Co.), Leicester. Jan. 21. So far as the said William Massey is concerned; the practice will in future be carried on by the said Alfred Howard Burgess, Frederick Pochin, and George Archibald Toller. [*Gazette*, Jan. 28.

General.

A course of three public lectures on "Some Recent Developments in Federal Government in the British Colonies (Australia, Canada and South Africa)," will be delivered at University College, by Professor J. H. Morgan, M.A. The lectures will be delivered on Tuesdays, at 5 p.m., beginning on Tuesday, February 8th. They are open to the public without fee or ticket. Further particulars may be obtained on application to the Secretary, University College, Gower Street, W.C.

At the Devon Assizes, before Mr. Justice Bray, on Tuesday, says the *Times*, John George Jackson, solicitor, of Plymouth, pleaded guilty to two indictments charging him with converting to his own use sums of money entrusted to him for and in behalf of clients, amounting in all to £834, and not guilty to an indictment charging him with uttering a forged deed purporting to be a mortgage. Counsel for the prisoner, in appealing to the court for leniency, said the prisoner's present position was due to a series of misfortunes. He started life as an office boy in poor circumstances with a firm of Plymouth solicitors, and showed such ability for legal work that he was eventually articled, and, passing his examination, was admitted a solicitor in 1890. He worked up a good practice, and shared with other solicitors in the prosperity which resulted from the great development of the building trade upon the extension of Keyham Docks. He invested his money in house property, but afterwards there came a period of very great depression, and the prisoner, like a great many others, lost a great deal of money. He had been for some years a member of the Plymouth Town Council and a Poor Law Guardian for Plymouth, and the fact of his having been High Chief Ranger of the Ancient Order of Foresters was in itself a recognition of the man's merits and abilities. His lordship said he was bound to come to the conclusion that the prisoner had been leading a more or less dishonest life for many years, and he must go to penal servitude for four years.

By the Supreme Court Amendment Ordinance, Gibraltar, 1909, and the new Rules of Court, which have now come into operation, several important modifications and changes have, says the *Times*, been introduced into the practice and procedure of the Supreme Court in its plenary and summary jurisdictions. On the plenary side, a plaintiff may now proceed, subject to certain requirements, to trial without pleadings. The rules as to procedure in actions by or against firms and persons carrying on business in names other than their own have been repealed, and the new procedure, which is similar to that of the English High Court, has been embodied in one rule containing eleven subsections. The fees for obtaining probate or letters of administration have been completely varied, and will in future be charged at so much per cent. on the gross value of the personal estate as sworn to. Important changes have also been introduced into the fees to be taken by solicitors and counsel. The solicitors' fees have been divided into a lower and higher scale, and a scale of fixed costs has been introduced beyond which solicitors, in certain contingencies, will not be entitled to charge. The summary jurisdiction has been extended from £20 to £100, and the scales of fees of court and solicitors' costs have been rearranged accordingly. In lieu of the ordinary form of procedure by summons, a plaintiff may, in an action for a debt or liquidated money demand, now obtain a default summons, which entitles him to proceed, without further formalities, to judgment and execution, unless the defendant obtains leave to defend. By these alterations the practice and procedure of the Supreme Court of the colony have been brought more into conformity with those of the High Court of Justice and the county courts in England.

There has been much discussion this week on the Oaths Act. The Lord Chief Justice, in charging the grand jury at the Aylesbury Assizes, said that when a person had himself or herself to use words, they must think more about them than if they were merely repeated by an officer of the court. Therefore, with the approval of his Majesty's Government, an amendment was carried in the Oaths Bill, that the person taking the oath should repeat, or repeat after the officer of the court, the words, "I swear by Almighty God," followed by the words of the oath. In addition to that, the Home Office—and again he thought there was good reason for what they did—at the suggestion of some people in the House of Commons restored what he might call the connexion of the Scriptures—the Gospels, or in the case of Jews, the Pentateuch—with the oath, and accordingly it was provided by the amendment introduced by the Home Office that a witness should swear with uplifted hand, holding the New Testament, that was the Gospels, or the Old Testament, that was the Pentateuch. The reason for the uplifted hand was not at all difficult to judge. They knew that for a long time in Scotland the oath was administered by a witness standing with uplifted hand, the judge also taking part in administering the oath, and saying, "I swear by Almighty God as I shall answer at the great day of Judgment that the evidence I shall give to the court and jury shall be the truth, the whole truth, and nothing but the truth." Therefore there existed previously the solemn practice of a witness swearing with uplifted hand. In the Scotch form of oath they did not use the words, "So help me God." He desired to say a few words about the omission of these words. There had been a good deal of misunderstanding as to how these words were used, some people thinking they were used as an imprecation, meaning "God help me, if I do not tell the truth." He thought that anybody who had studied the matter from an historical point of view would come to the conclusion that this was not the meaning of the words. They were really the translation of the words *Sic me adjuvet Deus*, "May God help me to do it," a prayer for assistance. They were, however, considered words of imprecation, and the Government had proposed to prohibit their use at the instance of distinguished members of the House of Lords, but did not press the amendment. They would see that the words "So help me God" were not necessary, and they formed no part of the Scotch form of oath. That being the case, a little consideration would make them see that these words did not form part of the swearing, the oath itself consisting of that part where the witness said "I swear by Almighty God, that the evidence I shall give to the court and jury, shall be the truth, the whole truth, and nothing but the truth." Mr. Stringer also, in a letter to the *Times*, says that the words "'So help me, God,' are nowhere prescribed by law, and they are certainly not 'the words of adjuration,' for the latter are prescribed by the Oaths Act—namely, 'I swear by Almighty God.' When a different form of oath was in use, which was administered in the second person, the prescribed words of adjuration were, 'So help you, God.' There is no authority that I am aware of for importing those further words of adjuration in an altered form into the new oath prescribed by the statute. To do so would be open to serious objection, for, taken in their natural meaning, which is everything to the person sworn, they actually detract from the solemn words prescribed by the Oaths Act." On the other hand, the Home Secretary, in a letter to Mr. J. H. Cooke, of Winsford, says it appears to him that section 2 (1) of the Oaths Act of last session, which requires that the new form of words with which an oath is to commence shall be followed by the words "prescribed by law" at the time of the passing of the Act, must be regarded as requiring the use of the words "So help me God" hitherto customary at the end of an oath. A provision for omitting any "words of imprecation or calling to witness" other than the commencing words was included in the Bill as it was introduced in the House of Lords from the Commons; this was struck out in Committee of the Lords, and an amendment for reintroducing it, proposed on the third reading of the Bill, was by leave of the House withdrawn in deference to a strong expression of opinion in favour of the retention of the words in question. On the Bill returning to the House of Commons the Lords' amendments were agreed to. In view of these proceedings the Secretary of State considers that the omission of the words would be contrary to the intention of Parliament, and that, as indicated in the circular from this office of the 7th inst., they should still be used.

An agreement has been entered into between the North British and Mercantile Insurance Company and the Railway Passengers Assurance Company, whereby the assets and business of the latter company will be acquired by the former as from the 1st of January, 1910. It is not intended to terminate the separate existence of the Railway Passengers Company, which will therefore continue to carry on business as heretofore.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday	Feb. 7	Mr Beal	Mr Borrer	Mr Goldschmidt	Mr Leach
Tuesday	8	Greswell	Beal	Synge	Borrer
Wednesday	9	Goldschmidt	Greswell	Church	Beal
Thursday	10	Synge	Goldschmidt	Theed	Greswell
Friday	11	Church	Synge	Bloxam	Goldschmidt
Saturday	12	Theed	Church	Farmer	Synge

Date.		Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday	Feb. 7	Mr Theed	Mr Greswell	Mr Church	Mr Farmer
Tuesday	8	Bloxam	Goldschmidt	Theed	Leach
Wednesday	9	Farmer	Synge	Bloxam	Borrer
Thursday	11	Leach	Church	Farmer	Beal
Friday	12	Borrer	Theed	Leach	Greswell
Saturday	13	Beal	Bloxam	Borrer	Goldschmidt

Winding-up Notices.

London Gazette.—FRIDAY, Jan. 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH ENTERPRISE INSURANCE SOCIETY, LTD—Petn for winding up, presented Jan 25, directed to be heard Feb 8. Bradley & Co, Cullum st, Fenchurch st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 7

BRITISH GAS FURNACE AND TOOL CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederick Lawton, York st, Sheffield. Webster & Styring, Sheffield, solors for the liquidator

DURBRIDGE SHIP COMPANY, LTD—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to Edward John Baker, Billiter House, Billiter st. Mellows & Co, Fenchurch bldgs, solors for the liquidator.

E. RUSSELL & SONS, LTD (IN VOLUNTARY LIQUIDATION)—Petn for winding-up, presented Jan 24, directed to be heard at the County Court, Quay st, Manchester, Feb 9, at 10. H. Derwent Simpson, 18, Saint Ann st, Manchester, solor for the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 8.

FLETCHERS ADVERTISING Co, LTD—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Cedric Percy Type, 87 and 89, Edmund st, Birmingham. W. A. & L. F. Williams, Birmingham, solors for liquidator

HORSFALL DESTRUCTOR Co, LTD—Petn for winding up, presented Jan 22, directed to be heard Feb 8. Robinson & Co, Lancaster pl, Strand, agents for Waldron, Brierley Hill, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 7

HOTEL CHATHAM, LTD—Petn for winding up, presented Jan 26, directed to be heard Feb 8. Tilling, Devonshire chmbrs, Bishopsgate, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 7

INCANDESCENT HEAT Co, LTD—Petn for winding up, presented Jan 24, directed to be heard before Mr Justice Neville Feb 8. Billinghurst & Co, 7, Bucklersbury, petners and sols Notice of appearing must reach the above-named not later than 6 o'clock on the afternoon of Feb 7

KING AND HEYWOOD, LTD—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to George Bowler, 30, North John st, Liverpool. Northkirk & Co, Liverpool, solors for the liquidator

LEWIS BROS. AND LEMON, LTD (IN LIQUIDATION)—Creditors are required, on or before Feb. 26, to send their names and addresses, and the particulars of their debts or claims, to John Henry Watling, 40, Broad st, Bristol.

MATABELE PROPRIETARY MINES, LTD (IN LIQUIDATION)—Creditors are required, on or before Mar 11, to send in their names and addresses, and particulars of their debts or claims, to Charles John Geoffrey Palmour, Old Jewry Ingle & Co, Capel House, New Broad st, solors for liquidator

PERRY BROS., LTD—Petn for winding up, presented Jan 18, directed to be heard Feb 8. Miller & Steele, St Stephen's chmbrs, Telegraph st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 7

POLTALLOCH SHIP Co, LTD—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to Edward John Baker, Billiter House, Billiter st. Mellows & Co, Fenchurch bldgs, solors for the liquidator

RHODESIA CONCESSIONS, LTD—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to H. Woodburn Kirby, Bassishaw House, Basinghall st. Ashurst & Co, Throgmorton av, solors for the liquidator

London Gazette.—TUESDAY, Feb. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRACEWELL & HARGREAVES, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 12, to send their names and addresses, and particulars of their debts or claims, to Joseph Smith, 33, Richmond ter, Blackburn, liquidator

CLUB TRUST, LTD—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to Alexander Brooke Bryden, 108A, Cannon st. Rumney, Craven st, Strand, solor for the liquidator

GIBSON BROS, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 21, to send their names and addresses, and particulars of their debts or claims, to Robert Rhodes, 13, Low pvmnt, Nottingham, liquidator

HANDICRAFTS PRESS, LTD—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Alexander Robinson, 28, Preston rd, Leytonstone, liquidator

HARRY M. MITTON, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Mar 21, to send their names and addresses, and the particulars of their debts or claims, to John Samuel Hulton, 16, Clegg st, Oldham. Rowbotham, Oldham, solors for the liquidator

MIDLAND (LOZELLS) SKATING RINK, LTD—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to H. Hackett, liquidator

SOCIETE DES ANCIENS ETABLISSEMENTS CHENARD ET WALCKER (AGENCE D'ANGLETERRE), LTD—Petn for winding up, presented Feb 1, directed to be heard Feb 15. Lawrence & Co, St Mary Axe. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 14

SWAN HOTEL, NEWBYBRIDGE, LTD (IN VOLUNTARY LIQUIDATION) — Creditors are required, on or before Mar 21, to send their names and addresses, and the particulars of their debts or claims, to Fred Goulding Schofield, 16, Clegg st Oldham. Rowbotham, Oldham, solor for the liquidator

WALTER ROBERTSON & SON, LTD—Petn for winding up, presented Jan 27, directed to heard Feb 15. Martin & Nicholson, 29, Queen st, solors for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 14

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Jan. 28.

BOMBAY EXPLORATION, LTD
GENERAL AND MINES AGENCY, LTD.
KEELOMA DAIRY Co, LTD
THOMAS WELLS, LTD
DORMAN, LONG & Co (SOUTH AFRICA), LTD.
TURBINE DEVELOPMENT Co, LTD.
ANTENIOR (MATABELE) GOLD MINES, LTD.
LONDON ELECTROBUS Co, LTD.
SAFTAM MINING Co, LTD.
HENDERSON'S NIGEL, LTD.
ALEXANDRIA BUILDING Co, LTD. (IN LIQUIDATION).
DYNAMIC SYNDICATE, LTD.
DYNAMIC (FRENCH) SYNDICATE, LTD.
MITCHAM ELECTRIC FAN Co, LTD.
J. V. BROOKSBANK, LTD.
TATTERSALL AND ELLIOTT, LTD.
SOUTH INDIAN COMMERCIAL AND INDUSTRIAL Co, LTD
SOCIAL WHIRL Co, LTD
WHITLEY AMUSEMENTS, LTD.
CLARK BROTHERS CYCLE Co, LTD.
OILS AND MERCHANDISE (AFRICA), LTD.
ZUST MOTORS, LTD
MALTICO FOODS, LTD.
GREAT BOULDER MAIN REEF, LTD.
SIMPLEX SYNDICATE, LTD.
NONEX SAFETY TANK SYNDICATE, LTD.
PELLETT, LTD (Reconstruction)

London Gazette.—TUESDAY, Feb. 1.

J. K. CHILD & Co, LTD.
BRITISH AMERICAN COTTON OIL Co, LTD.
ST. HELEN'S BUILDING Co, LTD.
ENGLISH AND AMERICAN PROPRIETARIES, LTD.
COLUMBIAN FIREPROOFING Co, LTD.
ACTONS SWAZILAND CONCESSIONS, LTD.
HANDICRAFTS PRESS, LTD.
SCHMIEDER, LTD.
MATABELE CENTRAL ESTATES Co LTD.
AUSTRALASIAN MOTOR CAB Co, LTD.
WALTER ROBERTSON & SON, LTD.
BIRMINGHAM ARENA, LTD.
W. S. A. SYNDICATE, LTD.
INTERNATIONAL INSURANCE Co, LTD.
JAMES GUTHRIE & Co, LTD

The Property Mart.

Forthcoming Auction Sales.

Feb. 8.—Messrs. ROGERS & COATES, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 22).

Feb. 8.—Messrs. MELROSE & RUSSELL, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 23).

Feb. 16.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Leasehold Warehouses and Trade Premises (see advertisement, back page, Jan 29).

Result of Sale.

REVERSIONS, LIFE POLICIES, AND SHARES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 900) of the above-named Interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realised being £3,201 13s.:—

ABSOLUTE REVERSIONS—	
To £3,395 14s.	Sold £1,760
To £500 Consols	,, £235
REVERSION to £1,925 14s.	,, £1,000
POLICY OF ASSURANCE for £500	,, £146
SHARES—	
United Realization Co., Ltd.	,, £2 9s.
Tyler, Johnson & Co., Ltd.	,, £26 14s.
Town Properties of Bulawayo, Ltd.	,, £31 10s.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 28.

CROWE, FRITZ HAUCH EDEN, Sydney pl, Kensington Feb 27 Crowe v Crowe, Neville, J Steele, College hill

PURSER, WILLIAM, Gt Yarmouth, Builder Feb 28 Purser v Benjafield, Eve, J Blake, Gt Yarmouth

London Gazette.—TUESDAY Feb. 1.

COURTNEY, WILLIAM DAVID, Gt Chapel st, Westminster, Hotel Proprietor Feb 28 Cope Bros v Courtney, Neville, J Carvalho, Leadenhall st

HOWARD, FREDERICK COMPTON, Scalby, York March 5 Cuff v Howard, Neville, J Donner, Scarborough

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan 25.

BARKER, THOMAS, Reigate, Commission Agent Feb 1 Phillips, Redhill

BENNS, CATHERINE, Elgin av, Maida vale Feb 12 Webb-Ware, Tavistock st, Covent garden

BOOTH, HENRY, Handforth, Chester, Farmer Feb 21 Stott & Pogmore, Manchester

BRADBURY, CHARLES EDWARD, Surbiton, Solicitor Feb 28 Guscotte & Co, Essex st, Strand

BRYANT, WALTER JOHN, Merton, Surrey March 7 Simpson & Co, Gracechurch st

CARDWELL, EDWARD HENRY, West Horsley, Surrey March 15 Walker & Co, Theobald's rd

EALES, JULIA, Hartlepool Feb 5 Harrison & Son, West Hartlepool

EALES, WILLIAM, Hartlepool Feb 5 Harrison & Son, West Hartlepool

GERETTI, HENRY, Wiltshire rd, Brixton March 10 Savery & Stevens, Fen ct, Fenchurch st

HALL, CHARLES LILLINGTON, Osmington, nr Weymouth Feb 28 Peacock & Godda rd, South sq

HASTIE, PETER, Haverstock hill, Hampstead Feb 28 Peters, Basinghall st

HICKINBOTTOM, WILLIAM, Redhill, Surrey, Contractor Feb 1 Phillips, Redhill

HILL, GEORGE, West Horrington, Saint Cuthbert in Wells, Somerset, Farmer Feb 21 Norton & Wilson, Wells

HOBSON, FRANK JOHN, Parsons Green, Fulham Mar 1 Marcus & Co, Broad st av

HUDSON, THOMAS PEDDER, West Southbourne, Bournemouth Mar 24 Druitt, Bournemouth

HUNTER, ADELAIDE MATILDA, Bath Mar 12 Lovell & Co, Gray's inn sq

JELLEY, EMILY JANE, Greenwich Mar 15 Collyer-Bristow & Co, Bedford row

KIRKWOOD, ADA MARY, Blundellsands, Lancs Feb 25 Barrell & Co, Liverpool

LAING, AGNES, Craven hill, Hyde Park Feb 28 Janson & Co, College hill

LOWE, THOMAS, West Kirby, Chester, Licensed Victualler Feb 28 Rigby & Herron, Liverpool

MORRISON, ELLEN, Basildon Park, Berks Feb 26 Morrison, Morrison Estate Office, Coleman st

NEWNHAM, WILLIAM HEURTLEY, Weybridge Mar 16 Newnham, Ringwood, Hants

NORRIS, REGINALD ARTHUR, Leicester Feb 28 Leader & Co, Newgate st

OPPENHEIM, JULES, Petherton rd, Canonbury, Merchant Mar 25 Corbould-Ellis & Mitchell, Clement's ln

PETRIE, GERTRUDE, St Albans, Mar 1 Lowe & Co, Temple gdns

ROSE, MARY ANN, Hyde, Chester Feb 26 Baguley, Ashton under Lyne

ROSE, THOMAS, Hyde, Chester, Licensed Victualler Feb 26 Baguley, Ashton under Lyne

SANDFORD, JOHN GEORGE, Bristol, Joiner Feb 28 Harwood & Co, Bristol

ST GEORGE, WALDYVE WELLINGTON, Reedham, Norfolk Feb 25 Mathews & Co Cannon st

SWINDELL, EMMA STONE, Beckenham Mar 15 Butler, Mark ln

THOMAS, ANNETTE, Bournemouth Mar 1 Guillaume & Sons, Bournemouth

TWEEDMOUTH, Right Hon EDWARD Baron, Edington, Berwick Feb 26 Hunter & Haynes, New sq

WARREN, JOSEPH LOXDALE, Bridgnorth, Barrister at Law Feb 28 Williams & Son Birmingham

WHITCHURCH, ARTHUR HUBERT, Southampton Feb 28 Guscotte & Co, Essex st

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan 28.

RECEIVING ORDERS.

BARGHOORN, PETRUS, Water ln, Merchant High Court Pet Dec 15 Ord Jan 25

BOYD, MAXIM BERNARD, Catherine st, Buckingham Gate, Engineer High Court Pet Jan 1 Ord Jan 25

BROWN, HENRY WATSON GARDNER, Highbridge, Somerset, Drug Store Proprietor Bridgwater Pet Jan 25 Ord Jan 25

BULLAMORE, MATTHEW, Scarborough, Grocer Scarborough Pet Jan 25 Ord Jan 25

CARVILL, THOMAS GARTLAN, Phillimore gdns High Court Pet Jan 5 Ord Jan 25

CHADWICK, CATHERINE, Bolton, Boarding House Keeper Bolton Pet Jan 22 Ord Jan 22

DIXON & SON, Brockley, Coal Merchants Greenwich Pet Dec 18 Ord Jan 25

EVANS, EVAN FRANCIS, Ammanford, Carmarthenshire, Grocer Carmarthen Pet Jan 24 Ord Jan 24

GALE, REUBEN GEORGE HENRY, Neath, Glam, Fish Dealer, Neath Pet Jan 26 Ord Jan 26

GALLEY, JOHN, Methwold, Hythe, Norfolk, Farmer Norwich Pet Jan 24 Ord Jan 24

GODSALL, ERNEST, Brierley Hill, Stafford Stourbridge Pet Jan 24 Ord Jan 24

GRAHAM, THOMAS, Padiham, Lancs, Powerloom Overlooker, Burnley Pet Jan 26 Ord Jan 26

GREENE, WILLIAM FRIESS, Brighton, Photographer Brighton Pet Jan 7 Ord Jan 24

GREENWAY, JESSE, Arlingham, Glos, Grocer Gloucester Pet Jan 26 Ord Jan 26

HAYES, HENRY, Bristol, Timber Merchant Bristol Pet Jan 25 Ord Jan 25

HAYNES, WILLIAM, Bridlington, Yorks, Draper Scarborough Pet Jan 26 Ord Jan 26

HISCOCK, EMILY, Tollard Farnham, Dorset, Farmer Salisbury Pet Jan 25 Ord Jan 25

JONES, JOHN, Pwllheli, Carnarvonshire, Builder Portmadoc Pet Jan 13 Ord Jan 24

JONES, JOHN GEORGE, Tirphil, Glam, Grocer Merthyr Tydfil Pet Jan 24 Ord Jan 24

LEAKE, ALFRED, Peterborough Peterborough Pet Jan 26 Ord Jan 26

LEATHAM, WILLIAM, Levenshulme, Manchester, Tea Dealer Manchester Pet Jan 8 Ord Jan 24

LIVESEY, JOSEPH, Southport, Confectioner Liverpool Pet Jan 26 Ord Jan 26

MCNAMEE, BERNARD, Stratford, Essex, Music Hall Artiste High Court Pet Jan 25 Ord Jan 25

MANNERS, JOHN ROBERT, Denbigh rd, Bayswater, Barrister-at-Law High Court Pet Nov 10 Ord Jan 26

MANNINGS, ARTHUR, Hurst Green, Sussex, Licensed Victualler Tunbridge Wells Pet Jan 4 Ord Jan 25

MOULD, WILLIAM HENRY, Old Hill, Staffs, Plumber Dudley Pet Jan 25 Ord Jan 25

NODDINGS, THOMAS, Mirfield, Yorks, Builder Dewsbury Pet Jan 24 Ord Jan 24

PARKER, MARK, Bolton, Carter Bolton Pet Jan 25 Ord Jan 25

PARTINGTON, THOMAS BOWER, Moss Side, Manchester, Tailor Salford Pet Jan 11 Jan 24

PIKE, WILLIAM DOUGLAS MORLEY, Newark on Trent, Licensed Victualler Nottingham Pet Jan 25 Ord Jan 25

POTTER, THOMAS, and WILLIAM MANUEL POTTER, Fenchurch st, Ship Brokers High Court Pet Dec 24 Ord Jan 26

PULLEN, S E, Burghley rd, Highgate rd, Fruiterer High Court Pet Jan 6 Ord Jan 26

RAE, WILSON, New Bond st High Court Pet Jan 4 Ord Jan 26

RIDGWAY, WALTER GEORGE, L Clapton rd, Hackney, Builder High Court Pet Jan 24 Ord Jan 24

SHARP, ROBERT, Whitepost, Todber, Dorset, Dealer Salisbury Pet Jan 25 Ord Jan 25

SHAW, WILLIAM, Marsden, nr Huddersfield, Cotton Burner Huddersfield Pet Jan 26 Ord Jan 26

SMITH, CHARLES, Argyll pl, Regent st, Bootmaker High Court Pet Dec 28 Ord Jan 24

STOW, WILLIAM, Gt Grimsby, Grocer Gt Grimsby Pet Jan 24 Ord Jan 24

TABERNER, AGNES, and WILLIAM TABERNER, Bolton, Drapers Bolton Pet Jan 22 Ord Jan 22

TURNILL, ARTHUR CHRISTIAN, Sawtry, Hunts, Engineer Peterborough Pet Jan 26 Ord Jan 26

WOOD, HARRY, Redcar, Yorks, Printer Middlesbrough Pet Jan 26 Ord Jan 26

FIRST MEETINGS.

AINSCOW, ELIZA, Moston, nr Manchester Feb 5 at 11 Off Rec, Byrom st, Manchester

BALL, JOHN, Highampton, Devon, Farmer Feb 11 at 11 7, Buckland terr, Plymouth

BARGHOORN, PETRUS, Water ln, Merchant Feb 10 at 1 Bankruptcy bldgs, Carey st

BOSTOCK, THOMAS, Stoke on Trent, Plumber Feb 7 at 11.30 Off Rec, King st, Newcastle, Staffs

BOYD, MAXIM BERNARD, Catherine st, Buckingham Gate, Engineer Feb 10 at 11 Bankruptcy bldgs, Carey st

CAMPBELL, ROBERT CLEMENTS, Barry Dock, Glam, Outfitter Feb 7 at 12 Off Rec, 117, St Mary st, Cardiff

CARVILL, THOMAS GARTLAN, Phillimore gdns Feb 10 at 12 Bankruptcy bldgs, Carey st

CHADWICK, CATHERINE, Bolton, Boarding House Keeper Feb 9 at 3.30 19, Exchange st, Bolton

DIXON AND SON, Brockley, Coal Merchants Feb 7 at 11.30 132, York rd, Westminster Bridge

FARRAR, Lieut J H, Pagnell, Bucks Feb 7 at 12 Bankruptcy bldgs, Carey st

GODSALL, ERNEST, Brierley Hill, Staffs, Grocer Feb 7 at 12 Off Rec, 1, Priory st, Dudley

GREENOFF, JOHN JOSEPH, and HARRY WHITEHEAD MERRIL, Blackpool, Fleetwood, Dentists Feb 5 at 11 Off Rec, 13, Winckley st, Preston

HANKINSON, JOSEPH, Stockingford, Nuneaton, Butcher Feb 7 at 11 Off Rec, 8, High Street, Coventry

JENNINGS, JOHN, Blackburn, Tin Plate Worker Feb 9 at 10.30 County Court house, Blackburn

JONES, DAVID RHYS, Cadoxton, Barry, Glam, Grocer Feb 7 at 3 Off Rec, 117, St Mary st, Cardiff

LIGHTFOOT, HARRY, and JOHN EDWARD SMOUT, Liverpool, Grocers Feb 8 at 11 Off Rec, 35, Victoria Street, Liverpool

MCNAMEE, BERNARD, Bridge rd, Stratford, Essex, Music Hall Artiste Feb 9 at 1 Bankruptcy bldgs, Carey st

MARSHALL, TERRY, Soothill Upper, near Dewsbury, Rag Merchant Feb 9 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

MARSHALL, THOMAS, Killamarsh, Derby, Tailor Feb 5 at 12 Off Rec, 47, Full st, Derby

MORGAN, THOMAS, Myrtle Hill, Gwauncaegurwen, Glam, Labourer Feb 5 at 11 Off Rec, Government bldgs, St Mary's st, Swansea

MORRIS, GEORGE, Fladbury, Worcester Feb 7 at 11.30 Off Rec, 11, Copenhagen st, Worcester

NORTH, WILLIAM, Aldershot, Steam Hauler Feb 7 at 12 132, York rd, Westminster Bridge

PARKER, MARK, Bolton, Carter Feb 10 at 3 19, Exchange st, Bolton

PARTRIDGE, JAMES ADAMS, Woodston, Tenbury, Worcester, Farmer Feb 10 at 2.15 Lion Hotel, Kidderminster

POTTER, THOMAS, and WILLIAM MANUEL POTTER, Fenchurch st Ship Brokers Feb 9 at 1 Bankruptcy bldgs, Carey st

PULLEN, S E, Burghley rd, Highgate rd, Fruiterer Feb 10 at 12 Bankruptcy bldgs, Carey st

RAE, WILSON, New Bond st Feb 10 at 11 Bankruptcy bldgs, Carey st

RANDALL, WALTER WILLIAM, Nottingham, Tailor Feb 8 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

RIDGWAY, WALTER GEORGE, Lower Clapton rd, Hackney, Builder Feb 9 at 12 Bankruptcy bldgs, Carey st

RIMMER, WILLIAM, Southport, Lancs, Carpet Salesman Feb 8 at 12 Off Rec, 35, Victoria st, Liverpool

SHEPPARD, WILLIAM HENRY, Carlton, Notts Feb 8 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

SHIELDS, THOMAS, Biggleswade Feb 8 at 12 Swan Hotel, Biggleswade

SMITH, CHARLES, Argyll pl, Regent st, Bootmaker Feb 9 at 11 Bankruptcy bldgs, Carey st

TABERNER, AGNES, and WILLIAM TABERNER, Preston, Lancs, Drapers Feb 9 at 3 19, Exchange st Bolton

VICARY, ALEXANDER CLAUD, Battle, Sussex, Cycle Dealer Feb 7 at 12 Off Rec, 4, Pavilion bldgs, Brighton

ADJUDICATIONS.

BAKER, BENJAMIN, Hexham, Northumberland, Contractor Newcastle on Tyne Pet Jan 21 Ord Jan 26

BARRASFORD, GEORGE, Charing Cross rd, Music Hall Agency Manager High Court Pet Oct 12 Ord Jan 25

BULLAMORE, MATTHEW, Scarborough, Grocer Scarborough Pet Jan 25 Ord Jan 25

CHADWICK, CATHERINE, Bolton Boarding House Keeper Boston Pet Jan 22 Ord Jan 22

COLLYER-ADAM, WILLIAM JOHN, Bedford rd, Clapham Doctor High Court Pet Dec 23 Ord Jan 22

COURLANDER, LEONARD, Ludgate hill, Jeweller High Court Pet Dec 14 Ord Jan 25

DE MONTMORENCY, WILLIAM GEOFFREY BOUCHARD, Viscount MOUNTMORRES, Pall Mall High Court Pet Oct 21 Ord Jan 25

EVANS, EVAN FRANCIS, Ammanford, Carmarthen, Grocer Carmarthen Pet Jan 24 Ord Jan 24

GALE, REUBEN GEORGE HENRY, Neath, Glam, Fish Dealer Neath Pet Jan 26 Ord Jan 26

GALLEY, JOHN, Methwold, Hythe, Norfolk Farmer Norwich Pet Jan 24 Ord Jan 24

GODSALL, ERNEST, Brierley Hill, Staffs, Grocer Stourbridge Pet Jan 24 Ord Jan 26

GRAHAM, THOMAS, Padiham, Lancs, Powerloom Overlooker Burnley Pet Jan 26 Ord Jan 26

GREENOFF, JOHN JOSEPH, and HARRY WHITEHEAD MERRIL, Fleetwood, Lancs, Dentists Preston Pet Dec 30 Ord Jan 24

GREENWAY, JESSE, Arlingham, Glos, Grocer Gloucester, Pet Jan 26 Ord Jan 26

HAYNES, WILLIAM, Bridlington, Yorks, Draper Scarborough Pet Jan 26 Ord Jan 26

HISCOCK, EMILY, Tollard, Farnham, Dorset, Farmer Salisbury Pet Jan 25 Ord Jan 25

JONES, JOHN GEORGE, Tirphil, Glam, Grocer Merthyr Tydfil Pet Jan 24 Ord Jan 24

KLUGMAN, D. C., Hanover sq High Court Pet Nov 30 Ord Jan 22

LEAKE, ALFRED, Peterborough Peterborough Pet Jan 26 Ord Jan 26

LEATHAM, WILLIAM, Levenshulme, Machester, Tea Dealer Manchester Pet Jan 25 Ord Jan 8

LIVESEY, JOSEPH, Southport, Confectioner Liverpool Pet Jan 26 Ord Jan 26

MCNAMEE, BERNARD, Stratford, Essex, Music Hall Artiste High Court Pet Jan 25 Ord Jan 25

MOULD, WILLIAM HENRY, Old Hill, Staffs, Plumber Dudley Pet Jan 25 Ord Jan 25

NODDINGS, THOMAS, Mirfield, Yorks, Builder Dewsbury Pet Jan 24 Ord Jan 26

PARKER, MARK, Bolton, Carter Bolton Pet Jan 25 Ord Jan 25

PIKE, WILLIAM DOUGLAS MORLEY, Newark-on-Trent, Licensed Victualler Nottingham Pet Jan 25 Ord Jan 25

PLATTEN, CHARLES HENRY ALFRED, Preston, Restaurant Keeper Preston Pet Jan 13 Ord Jan 24

RIDGWAY, WALTER GEORGE, Lower Clapton rd, Hackney, Builder High Court Pet Jan 24 Ord Jan 24

RUTTY, JOHN CLARK, Botesdale, Suffolk, Leather Merchant Ipswich Pet Dec 18 Ord Jan 25

SANSOM, THOMAS FREDERICK, and WALTER EDWIN BISHOP, Thames Ditton, Surrey, Builders Kingston, Surrey Pet Nov 19 Ord Jan 18

SHARP, ROBERT, Whitepost, Todber, Dorset, Dealer Salisbury Pet Jan 25 Ord Jan 25

SHAW, WILLIAM, Marsden, nr Huddersfield, Cotton Burner Huddersfield Pet Jan 26 Ord Jan 26

SOMEKH, MOSHI JOSEPH, MENASHI YOSEPH SOMEKH, and MEIR HARON KATTAN, Manchester, Shipping Merchants Manchester Pet Aug 5 Ord Jan 26

STOW, WILLIAM, Great Grimsby Grocer Great Grimsby Pet Jan 24 Ord Jan 24

TABERNER, AGNES, and TABERNER WILLIAM, Bolton, Drapers Bolton Pet Jan 22 Ord Jan 22

TURNILL, ARTHUR CHRISTIAN, Sawtry, Hunts, Engineer Peterborough Pet Jan 26 Ord Jan 26

WEINER, SAMUEL, Hatton Garden, Jeweller High Court Pet Dec 10 Ord Jan 22

WOOD, HARRY, Redcar, Yorks, Printer, Middlesbrough Pet Jan 26 Ord Jan 26

Amended Notice substituted for that published in the London Gazette of Jan 25

AINSCOW, ELIZA, Moston, nr Manchester Manchester Pet Jan 22 Ord Jan 22

ADJUDICATION ANNULLED.

London Gazette.—FRIDAY, Jan 28.

KNIGHTS, BENJAMIN, South Shields, Tailor and Clothier Newcastle on Tyne Adjud Nov 10, 1909 Annul Jan 20, 1910

London Gazette.—TUESDAY, Feb. 1.

RECEIVING ORDERS.

BALKIN, CARL, Rhosneigr, Anglesey, Watchmaker Bangor Pet Jan 27 Ord Jan 27

BILLING, ROBERT HENRY, Winton, nr Manchester, Saddler Salford Pet Jan 27 Ord Jan 27

CHORLEY, NOBLE, Whitehaven, Cumberland, Market Gardener Whitehaven Pet Jan 15 Ord Jan 27

CHURCH, HERBERT SMITH, Overstrand, Norfolk, Photographer Norwich Pet Jan 26 Ord Jan 26

DENMAN, ERNEST WILLIAM, Hounslow Brentford Pet Jan 29 Ord Jan 29

DOUGLAS, F GORDON, Hillsborough Barracks, Sheffield High Court Pet Nov 24 Ord Jan 28

ETHERINGTON, THOMAS WILLIAM, Stockton on Tees, Fish Dealer Stockton on Tees Pet Jan 27 Ord Jan 27

FOWLES, THOMAS, Central Markets, Poultry Salesman High Court Pet Jan 12 Ord Jan 28

GARDNER, JOHN HENRY, West Mersea, Essex, Auctioneer Colchester Pet Dec 10 Ord Jan 8

GEE, THOMAS WILLIAM, Norwich Norwich Pet Jan 28 Ord Jan 28

GEORGE, ARCHIE, Eardisland, Hereford, Miller Leominster Pet Jan 28 Ord Jan 28

GILL, LEAH, and HUGHES THOMAS WYNAM, Lozells, Birmingham, Drapers Birmingham Pet Dec 20 Ord Jan 28

HERBERT, HELEN MARY, Sidmouth, Devon Exeter Pet Jan 11 Ord Jan 27

HORSCROFT, THEODORE B, North st, Isleworth, Property Owner Brentford Pet Nov 29 Ord Jan 28

LANSLEY, ALFRED, High rd, Kilburn, Clothier High Court Pet Jan 29 Ord Jan 29

LEE, ALBERT EDWIN, Shottenden Canterbury Pet Jan 29 Ord Jan 29

MARTIN, FRANK, Bristol, Hardware Dealer Bristol Pet Jan 23 Ord Jan 22

MASON, JOHN EDWARD, South Kirby, nr Wakefield, Builder Wakefield Pet Jan 24 Ord Jan 28

MASTERS, FREDERICK, Leicester Leicester Pet Jan 27 Ord Jan 27

NORTH, WILLIAM, Aldershot, Steam Haulier Guildford Pet Jan 1 Ord Jan 26

PERRY, JAMES JOHN, Cardiff, Baker Cardiff Pet Jan 26 Ord Jan 26

ROBINSON, EDWARD WILLIAM, Scarborough, Baker Scarborough Pet Jan 14 Ord Jan 28

SEALE, R, Bristol, Undertaker Bristol Pet Jan 13 Ord Jan 28

SPARKES, THOMAS THOMPSON, Carlisle, Grocer Carlisle Pet Jan 28 Ord Jan 28

SPARROW, JESSE, Love walk, Camberwell, Theatrical Manager High Court Pet July 21 Ord Jan 28

STOWERS, A R, Angel rd, Brixton, Builder High Court Pet Dec 30 Ord Jan 27

TOBIAS, JOSEPH, Westbourne grove, Bayswater, House Furnisher High Court Pet Dec 6 Ord Jan 27

TOMEY, PERCY, York mans, Westminster, Engineer High Court Pet Dec 20 Ord Jan 27

WOMACK, FRANK ERIC, Bressingham, Norfolk, Grocer Ipswich Pet Jan 27 Ord Jan 27

WORTS, CHARLES PERCY, Farnham, Brewer Guildford Pet Jan 26 Ord Jan 26

YENDOLL, HARRY, Waunllwyd, Mon, Mining Engineer Tredegar Pet Jan 17 Ord Jan 29

Amended Notice substituted for that published in the London Gazette of Nov 16:

VEALE, FREDERICK, Plymouth, Grocer Plymouth Pet Nov 2 Ord Nov 12

FIRST MEETINGS.

BAGG, JOHN, Radipole, Weymouth, Builders' Merchants Feb 9 at 4.30 Crown Hotel, Weymouth

BILLINGE, JOSEPH, Small Heath, Warwick, Dairyman Feb 11 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

BROWN, HENRY WATSON GREGOR, Highbridge, Somerset, Drug Store Proprietor Feb 9 at 12.15 Off Rec, 26, Baldwin st, Bristol

CHARNEY, G, Liverpool, Bag Agent Feb 9 at 11 Off Rec, 35, Victoria st, Liverpool

COHEN, JOSEPH, Tredegar, Mon, Mineral Water Manufacturer Feb 9 at 11 Off Rec, 144, Commercial st, Newport, Mon

EVANS, EVAN FRANCIS, Borough Stores, Ammanford, Carmarthen, Grocer Feb 9 at 11 Off Rec, 4, Queen st, Carmarthen

FOWLES, THOMAS, Central Markets, Poultry Salesman Feb 11 at 1 Bankruptcy bldgs, Carey st

GALLEY, JOHN, Methwold, Hythe, Norfolk, Farmer Feb 12 at 12.30 Off Rec, 8, King st, Norwich

GARDNER, JOHN HENRY, West Mersea, Essex, Auctioneer Feb 11 at 2 Cup's Hotel, Colchester

GEE, THOMAS WILLIAM, Norwich Feb 9 at 12.30 Off Rec, 8, King st, Norwich

GRAHAM, THOMAS, Padiham, Lancs, Power-loom Overlooker Feb 9 at 10.45 County Court house, Blackburn

GREENE, WILLIAM FRIESE, Brighton, Photographer Feb 9 at 12 Off Rec, 4, Pavilion bldgs, Brighton

HAWES, WALTER WAKELIN, Elmswell, Suffolk, Licensed Victualler Feb 14 at 11.30 Angel Hotel, Bury St. Edmunds

HAYES, HENRY, Cotham, Bristol, Timber Merchant Feb 9 at 12.30 Off Rec, 26, Baldwin st, Bristol

HAYNES, WILLIAM, Bridlington, Yorks, Draper Feb 9 at 4.30 Off Rec, 48, Westborough, Scarborough

HISCOCK, EMILY, Tollard, Farnham, Dorset, Farmer Feb 10 at 1 Off Rec, City chmbrs, Catherine st, Salisbury

JONES, JOHN, Pwllheli, Carnarvonshire, Builder Feb 11 at 2.30 Tower Hotel, Pwllheli

JONES, JOHN GEORGE, Tirphil, Glam, Grocer Feb 10 at 12 Off Rec, County Court, Townhall, Merthyr Tydfil

LEATHAM, WILLIAM, Levenshulme, Manchester Tea Dealer Feb 9 at 3 Off Rec, Byrom st, Manchester

MANNERS, JOHN ROBERT, Denbigh rd, Bayswater Barrister at Law Feb 11 at 12 Bankruptcy bldgs, Carey st

MANNINGS, ARTHUR, Hurst Green, Sussex, Licensed Victualler Feb 9 at 11.30 Off Rec, 4, Pavilion bldgs Brighton

MASTERS, FREDERICK, Leicester Feb 9 at 12 Off Rec, 1, Berridge st, Leicester

NODDINGS, THOMAS, Mirfield, Yorks, Builder Feb 10 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

PARKES, JOSEPH, Willenhall, Staffs, Press Tool Manufacturer Feb 9 at 12 Off Rec, Wolverhampton

PARSONS, JOSHUA THOMAS, Birmingham, Hairdresser Feb 14 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

PIKE, WILLIAM DOUGLAS MORLEY, Newark on Trent, Notts, Licensed Victualler Feb 9 at 11 Off Rec, 4, Castle pl, Park st, Notts

SHARP, ROBERT, Whitepost, Todber, Dorset, Dealer Feb 10 at 1.15 Off Rec, City chmbrs, Catherine st, Salisbury

STOW, WILLIAM, Great Grimsby, Grocer Feb 9 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

STOWERS, A R, Angel rd, Brixton, Builder Feb 16 at 12 Bankruptcy bldgs, Carey st

THOMAS, EVAN, Penybank, Llandilofawr, Carmarthen, Licensed Victualler Feb 9 at 11.30 Off Rec, 4, Queen st, Carmarthen

THOMPSON, ALBERT EDWARD, Birmingham, Coal Merchant Feb 14 at 12.30 Ruskin chmbrs, 191, Corporation st, Birmingham

TOBIAS, JOSEPH, Westbourne grove, Bayswater, House Furnisher Feb 10 at 1 Bankruptcy bldgs, Carey st

TOMEY, PERCY, York mans, Westminster, Engineer Feb 16 at 11 Bankruptcy bldgs, Carey st

WOMACK, FRANK ERIC, Bressingham, Norfolk, Grocer Feb 17 at 1 Off Rec, 36, Princes st, Ipswich

WORTS, CHARLES PERCY, Farnham, Brewer Feb 9 at 11.30 133, York rd, Westminster Bridge

WRIGHT, ROBERT EVANS, Reading, Draper Feb 9 at 12 14, Bedford row

ADJUDICATIONS.

ADAMS, JAMES WALTER, Blackfriars rd, Licensed Victualler High Court Pet Dec 23 Ord Jan 29

BALKIN, CARL, Rhosneigr, Anglesey, Watchmaker Bangor Pet Jan 27 Ord Jan 27

BARGHOON, PETRUS, Water ln, Merchant High Court Pet Dec 15 Ord Jan 27

BILLING, ROBERT HENRY, Winton, nr Manchester, Saddler Salford Pet Jan 27 Ord Jan 27

BILLINGE, JOSEPH, Small Heath, Birmingham, Dairyman Birmingham Pet Jan 4 Ord Jan 28

BROWN, HENRY WATSON GREGOR, Highbridge, Somerset, Drug Store Proprietor Bridgwater Pet Jan 25 Ord Jan 29

CARVILL, THOMAS GARTLAN, Phillimore gdns High Court Pet Jan 5 Ord Jan 28

CHURCH, HERBERT SMITH, Overstrand, Norfolk, Photographer Norwich Pet Jan 26 Ord Jan 26

DAWSON, ROBERT, Hampton Wick, Coal Merchant Kingston, Surrey Pet Jan 14 Ord Jan 29

DENMAN, ERNEST WILLIAM, Hounslow Brentford Pet Jan 29 Ord Jan 29

ETHERINGTON, THOMAS WILLIAM, Stockton on Tees, Poultry Dealer Stockton on Tees Pet Jan 27 Ord Jan 27

FENNELL, EDGAR, Pontypridd, Fishmonger Cardiff Pet Jan 6 Ord Jan 26

GEE, THOMAS WILLIAM, Norwich Norwich Pet Jan 28 Ord Jan 28

GEORGE, ARCHIE, Eardisland, Hereford, Miller Leominster Pet Jan 28 Ord Jan 28

JACKSON, JOHN GEORGE, Plymouth, Solicitor Plymouth Pet Dec 14 Ord Jan 26

JONES, JOHN, Pwllheli, Carnarvon, Builder Portmadoc Pet Jan 13 Ord Jan 27

LANSLEY, ALFRED, High rd, Kilburn, Clothier High Court Pet Jan 29 Ord Jan 29

LEE, ALBERT EDWIN, Shottenden, Kent Canterbury Pet Jan 29 Ord Jan 29

MANNINGS, ARTHUR, Hurst Green, Sussex, Licensed Victualler Tunbridge Wells Pet Jan 4 Ord Jan 29

MASON, JOHN EDWARD, S Kirkby, nr Wakefield, Builder Wakefield Pet Jan 28 Ord Jan 28

MASTERS, FREDERICK, Leicester Leicester Pet Jan 27 Ord Jan 27

PERRY, JAMES JOHN, Cardiff, Baker Cardiff Pet Jan 26 Ord Jan 26

PLATT, JOSEPH, and RICHARD BLEASDALE, Bolton, Electrical Engineers Bolton Pet Jan 14 Ord Jan 29

QUINN, ANNIE ELIZABETH, Dublin, Butchers Liverpool Pet Dec 7 Ord Jan 28

RANDELL, JAMES, Mark ln, Malt Factor High Court Pet Nov 24 Ord Jan 26

SPARKES, THOMAS THOMPSON, Carlisle, Grocer Carlisle Pet Jan 28 Ord Jan 28

THOMAS, EVAN, Penybank, Llandilofaur, Carmarthen, Licensed Victualler, Carmarthen Pet Jan 7 Ord Jan 28

WILLIAMS, EDWARD THOMAS, and ARTHUR JAMES WILLIAMS, Birmingham, Manufacturing Jewellers Birmingham Pet Jan 3 Ord Jan 27

WOMACK, FRANK ERIC, Bressingham, Norfolk, Grocer Ipswich Pet Jan 27 Ord Jan 27

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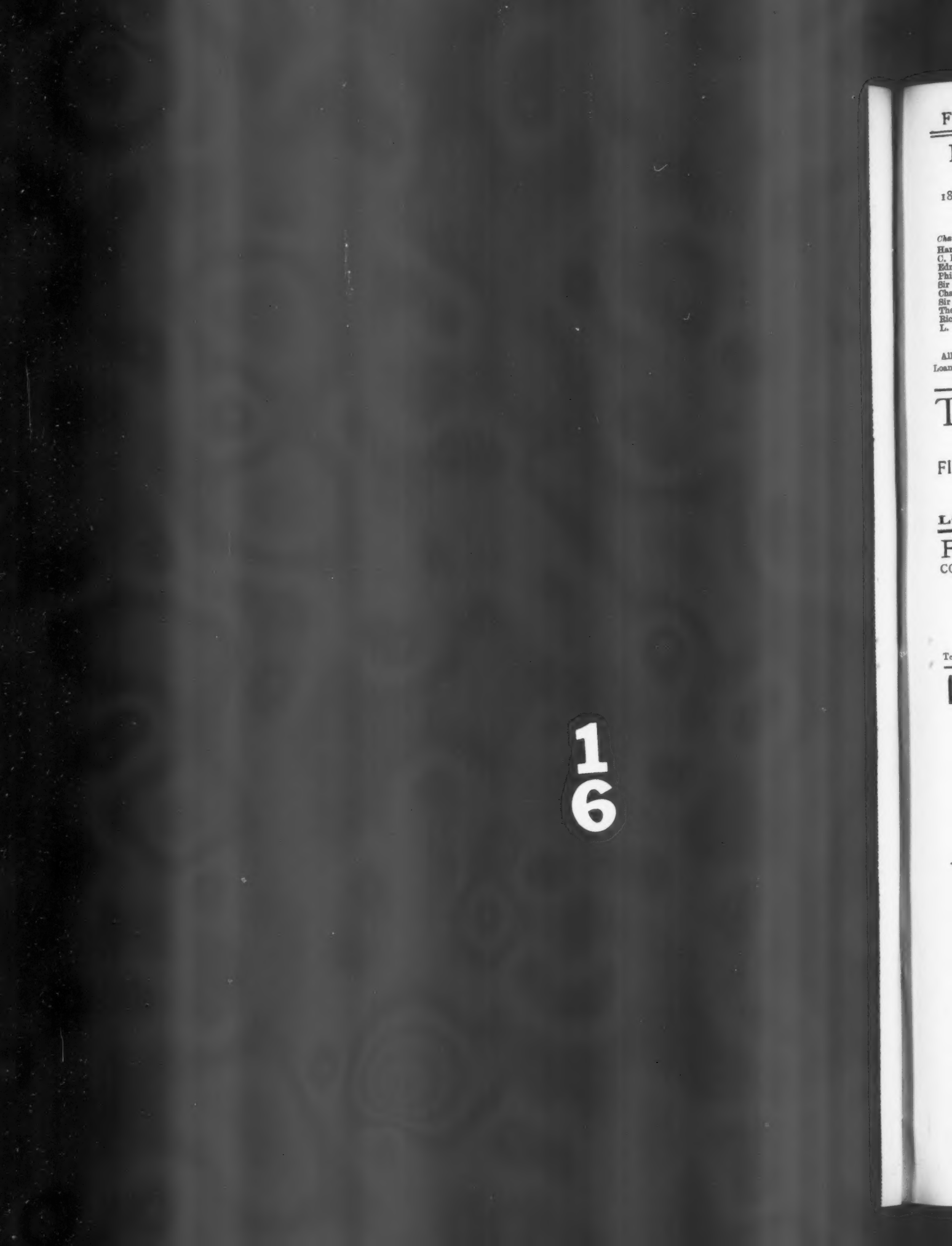
16